CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 19, 2019

ITEM: Motion – Approval of Professional Services Agreement – Holiday Park Signage Construction Documents

FINANCIAL IMPACT: Expense of $23,980.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 17-18 CIP from the Park Signage Upgrade (Project No. 0510 094 2017).

BACKGROUND: A new sign and other entry improvements were installed at Holiday Park as part of previously constructed improvements at Holiday Park Baseball. These improvements were designed by Jeffrey L. Bruce & Company (JBC) and incorporated into the field improvement plans. JBC was then asked to prepare a signage master plan including conceptual design and illustrations for signage and wayfinding throughout the entire Holiday Park complex. This resulted in a family of signs including primary identification signs, destination arrival signs, directional signs and informational signage. Based upon the master plan, the scope of these services will be to refine signage plans and prepare bid documents for all levels of signage in Holiday Park. In addition, JBC will include design for other associated amenities at Girls Softball including a seat wall and dumpster enclosure. The agreement with JBC is attached along with their proposal and scope of services. The consultant was selected for this project due to their past experience on this project 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.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with JBC

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

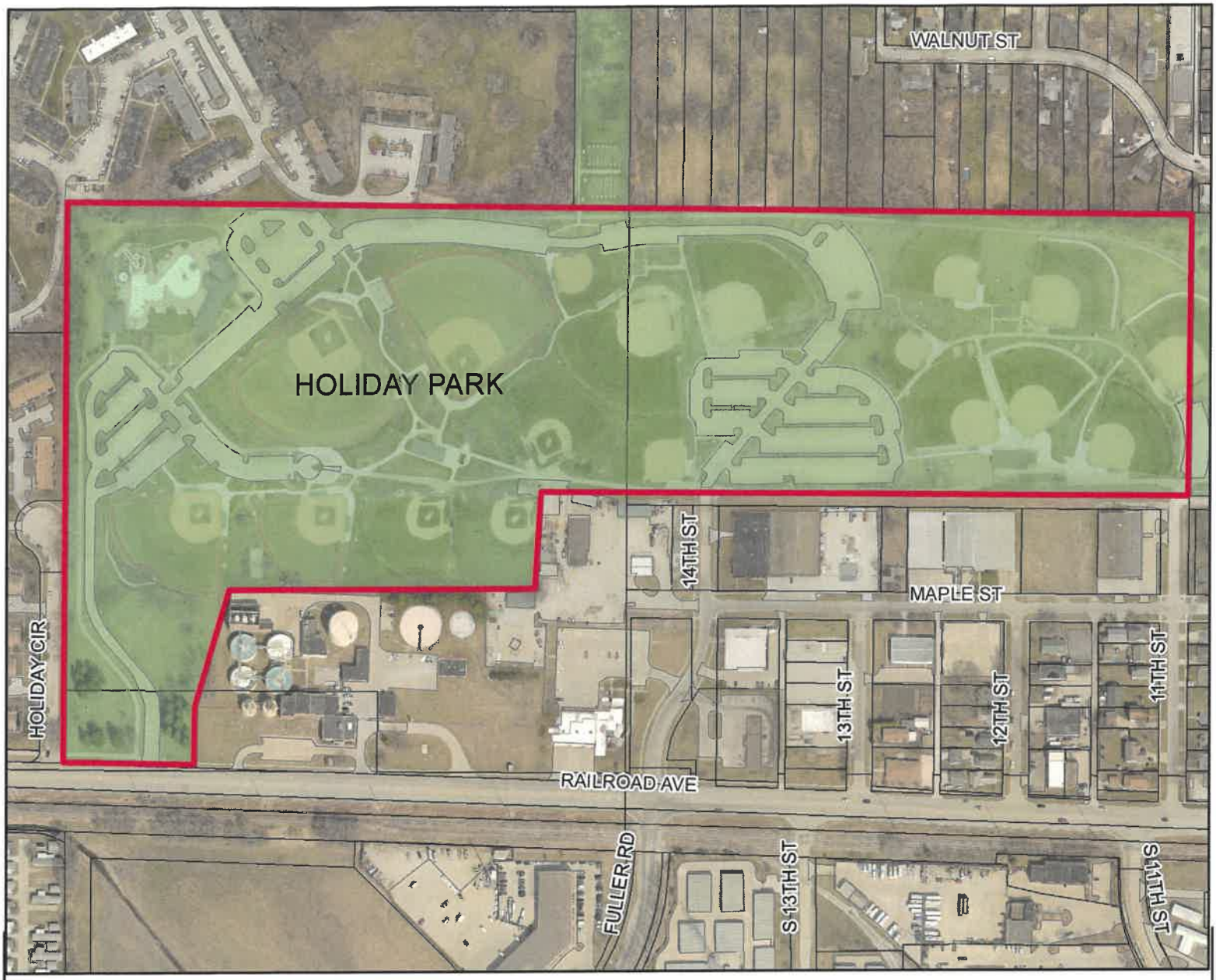
Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

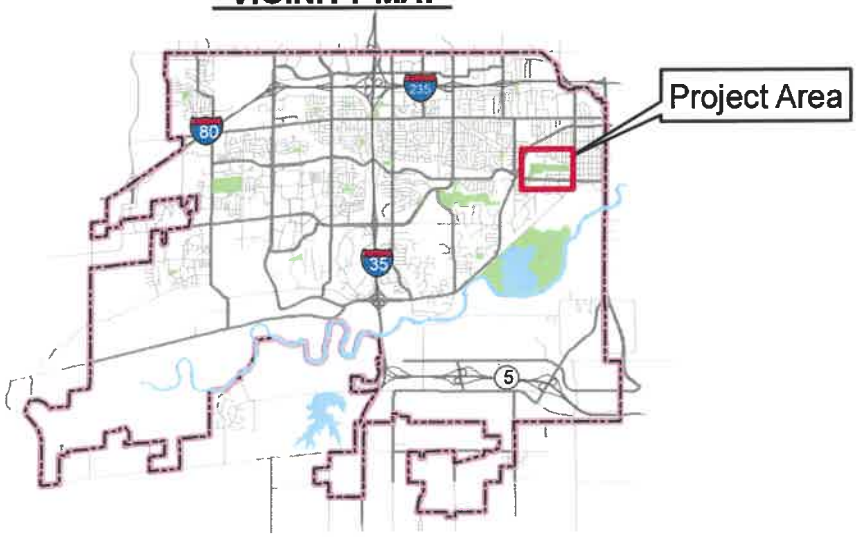
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



VICINITY MAP



LEGEND

Project Location

N

THE CITY OF WEST DES MOINES

PROJECT:	**HOLIDAY PARK SIGNAGE - PROFESSIONAL SERVICES**		
LOCATION:	**1701 RAILROAD AVE**		
DRAWN BY: **MAA**	DATE: **3/15/2018**	PROJECT NO.:	SHT. **1 of 1**

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of February, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Jeffrey L. Bruce & Company, LLC, (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 **Holiday Park Signage & Ancillary Improvements (Project No. 0510 XXX XXX)** 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 1. 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 FIXED-FEE sum, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment A.

I. Basic Services of the Consultant	$22,980.00
Estimated Reimbursables	$ 1,000.00
TOTAL	$23,980.00

   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: Jeffrey L. Bruce & Company, LLC
Attn: Eric Doll, PLA
Address: 300 4th Street
City, State: West Des Moines, IA 50265

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: _____
Eric Dell, Landscape Architect	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

13 February 2019

JEFFREY L. BRUCE & COMPANY
landscape architecture | planning | urban design

Marco Alvarez, PLA, ASLA
Park Planner
Parks & Recreation Department
City of West Des Moines, Iowa
4200 Mills Civic Parkway
West Des Moines, IA 50265

Re: Proposal for Bid Documents and Construction Administration for Holiday Park Signage and Ancillary Amenities
West Des Moines, Iowa

Dear Mr. Alvarez:

Thank you for the opportunity to provide this proposal for professional services and the opportunity to continue to serve the City of West Des Moines Parks & Recreation. Jeffrey L. Bruce & Co. (JBC) is excited about the opportunity to further develop drawings in preparation for the implementation of way-finding signage at Holiday Park.

Based on our discussions throughout the Way-finding and Signage Master Plan process, we have prepared a scope of services and proposal describing and refining the work required to provide Bid Documents and Construction Administration for way-finding signage and ancillary site improvements at Holiday Park. As we understand the scope of work for this project, the JBC is prepared to enter into an agreement with your office to provide professional services as identified below for the project aspects for which JBC would be responsible for design and construction oversight of the signage and amenities.

SCOPE OF WORK

Provide services as hereinafter described for design and preparation of Bid Documents followed by Construction Administration for the Signage and Ancillary Amenities at Holiday Park.

SCOPE OF SERVICES

Field Survey

- Perform and prepare a site topography survey for additional areas as needed along Railroad Avenue, Holiday Park Road (Loop), and the Softball Complex which will include the following specific information:
    - Provide spot elevations and/or utility infrastructure information in new areas and areas that were not clearly defined in the original survey of the property to ensure design is functional to the current site conditions.

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- Provide spot elevations of chainlink fencing posts and parking lot islands and curbing around the proposed sign locations.

- Provide the location of the drip lines for the trees. Please provide spot elevations along the drip line determination of these trees to ensure that grading revisions meet the existing grades at the driplines.

- Survey information provided will be referenced to the City of West Des Moines datum.

Project Kick-Off and Additional Input Meeting

- Attend one (1) project site visit / kick-off meeting to validate the recommended signage concept provided in the master plan, site conditions, and resolve issues of design direction, programming and coordination that will impact our design development phase of work.

- During this kick-off meeting visit, JBC will meet with Parks and Recreation staff, and other individuals and organizations as required to determine general existing conditions, project guidelines and goals for the project and future improvements. JBC will come prepared with questions relating to the project for this process based on previous Holiday Park Phases and experience on similar projects.

- The JBC Team will assemble findings and recommendations based on the meeting with Parks and Recreation and others and provide these as a basis of design for the construction documents preparation of the project. Specific details of the findings and recommendations will be presented as a means of testing and validating decisions reached. The design team will receive and record comments of participants pertinent to the final resolution of the signage recommendations.

- Based on the comments and feedback from these meetings, the JBC will coordinate with WDM Sign and Zoning Administration and prepare the documentation required for Minor Modification Approval through City of West Des Moines Development Services.

- Refine the Opinion of Probable Cost for the aspects of the work changed from the Master Plan. We will advise your office as design decisions or site conditions impact these costs.

Construction Documentation

JBC will provide the following documentation, coordination and review to assist the design team in the preparation of construction documents:

- Facilitate and attend coordination/progress meetings at the Owners office (or via conference call) to review the project at 50% and 95% completion milestones.

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- Update the Opinion of Probable Cost for the aspects of the work changed from the Master Plan. We will advise your office as design decisions or site conditions impact these costs.

- Prepare Final Signage and Ancillary Amenities construction drawings including:
    - Layout Plan for Signage and Amenities
    - Details for Signage and Amenities
    - Landscape Plan
    - Dumpster Enclosure Plan and Details
    - Plan and Details for Ancillary Seat Wall Elements at Softball Entrance
    - Final Quantities of Site Amenities
    - Final Opinion of Cost

- Separate specification subsections providing criteria for the purchase of equipment and materials. The subsections will comprise of the following subsections:
    - Non-Playing Field Landscaping
    - Site Masonry Features
    - Cast-in-Place Concrete for Walkways and/or Hardscape Areas

- Review of the construction documents developed for the facility by your office and the design team to determine if all design work critical to the operation of the improvements designed by JBC has been accomplished as necessary to produce the desired improvements. We will review and comment on the following front-end specification subsections:
    - Bidding Requirements
    - Bid Proposal Form
    - Contract Forms
    - Conditions of the Contract
    - Division 1 - General Requirements

Bidding & Negotiation Phase

JBC will provide the following coordination and review to assist the design team during the bid negotiation phase. Work provided would include the following:

- Facilitate and attend one (1) Pre-Bid Meeting to be held at the project location to validate site conditions with the Bidders and help clarify the documents per questions from Bidders.
- Coordinate and communicate with the City of West Des Moines Parks and Recreation Department the Bidding Administration process as it relates to Addenda, RFI's and contractor questions. Our team will provide clarification or interpretation of the design team's plans.
- Provide a bid evaluation review matrix and present this information to the Owner for Contractor selection.
- Assist the Owner in the recommendation and pre-qualification of contractors and locally available materials and help coordinate the bid process review of competitive bids.

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Construction Administration Phase

The work provided by JBC will include the following:

- JBC will provide a minimum of five (5) site visits during the construction of the work to observe and assist the City of West Des Moines Parks and Recreation Department during the construction period as a part of this proposal for all aspects of the scope of work. These visits will be focused on the following:
    - Facilitate and attend a Pre-Construction Meeting and regular site meetings with the Contractor
    - Evaluate and observe any demolition, earthwork, and ground surface restoration
    - Monitor the construction of the signage elements
    - Preliminary Punch Site Visit
    - Final Punch Visit
- Evaluate completion of the Signage and Ancillary Site Improvements work for general compliance with the intent of the plans and specifications.
- Evaluate substitutions, RFI's, requests for proposals, change orders, payment applications by the Contractor and other applicable construction administration documents.
- Review, document and facilitate the submittal and shop drawing process with the Contractor.
- Prepare reports, memos, and letters to your office documenting progress meetings and on-site observations.

SERVICES NOT INCLUDED

- Office or site visits: The proposed scope of services includes three (3) office visits during the design phase and a minimum of five (5) on-site construction observation visits. Services and reimbursable expenses for additional site or office visits will be billed as extra services.

- Design and Budget Changes: Any conceptual changes resulting in increased complexity or changes in design requiring rework once the documentation process has been authorized may be considered extra services.

- Electrical Design and Engineering: The proposed scope of services includes schematic lighting design for signage as needed. Any bidding documentation required for electrical and lighting improvements will be billed as extra services.

EXTRA SERVICES

- We will identify services not included in our proposed scope of work if they are requested. We will advise your office of the impact on our work, and propose an increase to the fee amount before any work is undertaken that is outside our scope of services.
- Extra services will be provided on an hourly basis at the billing rates listed below, or the current hourly rates prevailing when services are rendered.
- Reimbursable expenses associated with extra services will be billed at direct cost.

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INFORMATION TO BE SUPPLIED BY OWNER

- Utilities -- water, sewer, gas, storm drainage, electricity, and telephone
- Existing hydraulic information, subsurface investigations and any other site-specific investigations.
- As-built drawings, specification, and/or construction plan of existing facility.

FEES

Based on the complexity of the project and the amount of documentation anticipated for the Holiday Park Signage and Ancillary Amenities Improvements, JBC will provide the services described and in accordance with the completed Master Plan as a **Phased Fixed Fee of Twenty-Two Thousand Nine Hundred Eighty dollars ($22,980.00).** This proposal assumes an approximate budget of $200,000.00 for phase one of the way-finding and signage elements, dumpster enclosure, and ancillary site improvements at the softball complex entrance.

Bid Documents and Construction Administration for Signage and Ancillary Amenities Improvements

Field Survey	$ 3,300.00
Project Kick-Off/Additional Input Meeting*	$ 4,245.00
Construction Documentation	$ 9,262.00
Bidding	$ 1,840.00
Construction Administration	$ 4,330.00
Total	**$ 22,980.00**

* Task includes coordination with Sign and Zoning Administration and plan approval from WDM Development Services.

Estimated Reimbursable Expenses

Travel Costs, Printing (not including documents for bidding) **$1,000.00**

- Billing for services will be based on a percent of completion of the phased fee.

- Travel
  - Reimbursable expenses listed below are not included in the fee totals and will be billed at direct cost.
  - Automobile mileage from the base office of the partner or staff member traveling will be billed at the prevailing federal rate, portal to portal.
  - Lodging, meals and other living expenses associated with out-of-town travel.
  - If the Per Diem amount is to be billed as a reimbursable expense for this project, that amount is $50.00 per day.
  - Plotting, document scanning, reproduction and xerography.
  - Courier services, postage, and handling of documents

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- Billing rates effective through 31 December 2019
  - Principal $190.00/hr.
  - Senior Project Manager $120.00/hr.
  - Project Landscape Architect $ 85.00/hr.
  - Associate Landscape Architect $ 70.00/hr.
  - Administrative $ 60.00/hr.

PAYMENT

- This proposal is contingent upon the following conditions relative to payment:
  - We will submit monthly invoices to your office.
  - Your office will submit our invoices for payment with your next regular billing cycle, or within 30 days, whichever is first.
  - Funds will be disbursed within 7 days of receipt of payment.
  - There will be no retention of funds due to us by either your office or your client.

SCHEDULE

- The schedule as determined by your office shall be to Design the Signage and Ancillary Amenities in March - April of 2019 and bid the project in May of 2019. Construction would follow with an understanding that City funds aren't available until July 1, 2019.

INSURANCE

- We currently maintain the following project related insurance:
  - General liability in the amount of $1,000,000.00
  - Professional liability in the amount of $2,000,000.00
  - Automobile liability in the amount of $1,000,000.00
  - Workers compensation/employer liability amount of $500,000.00
  - Certificates of insurance will be provided upon request.

LIMIT OF LIABILITY

- In recognition of the relative risks, rewards and benefits of the project to both JBC and the City of West Des Moines, the risks have been allocated such that City of West Des Moines agrees that, to the fullest extent permitted by law, limit JBC's total liability to the City of West Des Moines for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes and shall not exceed the lesser of JBC's professional liability insurance coverage or the professional liability insurance coverage available at the time of the settlement or judgment. Such causes include, but are not limited to, JBC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty

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CREDITS AND ACKNOWLEDGMENTS

- Jeffrey L. Bruce & Company shall, **where appropriate**, be given credit and acknowledgment for signage consulting by your office, your agent, and/or your client in published articles and/or promotional brochures.

Please let me know if you require any further information.

Sincerely,

Eric Doll, PLA, ASLA
Landscape Architect
JEFFREY L. BRUCE & COMPANY LLC

ACCEPTANCE:

The undersigned herby agrees to the terms and provisions of this agreement.

David Sadler, PLA, ASLA Superintendent of Parks City of West Des Moines, Iowa	Eric Doll, PLA, ASLA Landscape Architect Jeffrey L. Bruce & Company, LLC
Date	Date

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