CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 19, 2019

ITEM: Motion – Approval of Professional Services Agreement – Asphalt Court Renovation

FINANCIAL IMPACT: Expense of $93,400 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 19-20 CIP from the Court Renovations, (Project No. 0510 068 2017).

BACKGROUND: The original 6-court tennis complex at Crossroads Park was constructed in the 1980's. The playing surface of the courts have been resurfaced multiple times, but the condition of the pavement (cracking), surrounding fencing (heaved footings), and nets are to the point of a major renovation. This agreement will be for preparation of construction documents and construction phase services related to the reconstruction of the 6-court complex. In addition, this project will also include the renovation of the basketball court at Meadowview Park, and basketball and tennis courts at Wilson Park.

The agreement with Shive Hattery is attached along with their proposal, scope of services, schedule and fees. Shive Hattery was selected for this project due to their past 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 Shive Hattery.

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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of August, 2019, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Shive Hattery, Inc., (Fed. I.D. #42-08770172), 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 **2020 Court Renovations Project (Project No. 0510 068 2017)** 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 & NOT-TO-EXCEED sum, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment A.

I. Basic Services of the Consultant	$73,400 [Fixed Fee]
II. Bidding and Construction Phase Services	$20,000 [Not-To-Exceed]
TOTAL	**$93,400**

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: Shive Hattery, Inc.
Attn: Emily Naylor
Address: 4125 Westown Pkwy, Suite 100
City, State: West Des Moines, IA 50266

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: Emily C. Naylor	BY:
Emily C. Naylor, Project Manager	Ryan T. Jacobson, City Clerk

ATTACHMENT 1
2020 Court Renovations Project
Project No. 0510 068 2017

SCOPE OF SERVICES

DIVISION I - BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The 2020 Court Renovations project is generally described as follows:

The project consists of reconstructing six existing tennis courts at Crossroads Park, relocation and full replacement of one basketball court at Meadow View Park and full replacement of one basketball and one tennis court at Wilson Park. Construction documents will be prepared for the purpose of public bidding for the construction of tennis/basketball courts, fencing, landscaping and sidewalk connections. Improvements at all three parks will be bid as one construction contract.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

Survey

1. Limited Topographic Survey for Crossroads, Meadow View and Wilson Park.
   A. Provide a limited topographic survey of the project area. Field survey data may be supplemented with existing record documents and previously completed survey data. The survey will create a single electronic base drawing showing existing topographic information and site features as follows:
      1) Set project survey control network to be used for topographic survey and future construction.
         a) Set a minimum of three (3) control points and bench marks on or adjacent to the project sites.
      2) Show general extent of buildings, when applicable, including door access points and finish floor elevations.
      3) Show recorded or otherwise known parcel boundaries, easements, and right-of-way and identify owners. Boundaries and easements will be based on information provided by Owner or easily accessible online. Courthouse research is not included in our current scope of services.
      4) Contours at one-foot intervals; error shall not exceed one-half contour interval.
      5) Show and describe substantial visual improvements (in addition to buildings) such as fences, walls, concrete slabs, sidewalks, landscaping, etc.
      6) Location of public and private utilities (representative examples of which are shown below) existing on or adjacent to the surveyed property from observed evidence together with evidence from plans obtained from utility companies or provided by the Owner, and markings by utility companies and other appropriate sources(with reference as to the source of information). Only utilities marked at the time of our field work will be included in the survey.

a) Manholes, catch basins, valve vaults, yard hydrants, or other surface indications of subterranean uses; location, size and depths where information is readily available;
b) Wires and cables (including their function, if readily identifiable), crossing the surveyed premises, all poles on or within ten feet of the survey limits.
c) Visible utility company installations on the surveyed premises;
d) Location, rim elevations, and inverts of public storm and sanitary sewer lines at all manholes within the survey area. Next manhole downstream of the survey area will be included.
e) Location of known roof drains which extend underground.
f) Location of trees four inches and over (caliper two feet above ground); location within one-foot tolerance and identify deciduous or coniferous.

Preliminary Design

1. Meet with Parks staff to review site design studies and gather input. Develop site design studies for each park:

A. **Crossroads Park**

1) Complete assessment of milling and resurfacing vs full reconstruction and make recommendation.

2) Complete site layout study. Study entrance configuration, seating/waiting area, walks (including accessible route), parking lot improvements, crosswalk to trail, and service accesses. Obtain sample lighting layout from lighting vendor and assess what provisions can be made in current design for future lighting. Lighting will not be included in this project.

3) Study water service location and the possibility of adding a drinking fountain near the entrance to the tennis courts.

4) Preparation of site layout plan will show layout for six tennis courts, fencing/gates, seating/viewing areas and sidewalk connections.

5) Estimate construction cost of improvements of Crossroads Park is $472,500.

B. **Meadow View Park**

1) Preparation of a site layout for review and approval. The site layout plan will show layout for a one relocated basketball court, a future parking lot and sidewalks connections.

2) Estimated construction cost of improvements for Meadow View Park is $99,000.

C. **Wilson Park**

1) Preparation of a site layout for review and approval. The site layout plan will show layout for one tennis court and one basketball court, fencing/gates, and sidewalk connections.

2) Estimated construction cost of improvements for Wilson Park is $208,800.

2. Upon review and approval of the site design studies, we will prepare and submit preliminary plans and details for improvements in all three parks and prepare a preliminary opinion of probable construction costs. Documents to include:
   A. Draft Project Manual
   B. Existing conditions plans
   C. Demolition Plans
   D. Site Plans
   E. Utility Plan (if a water fountain is included at Crossroads Park)
   F. Grading and Erosion Control Plans
   G. Site Restoration / Landscaping Plans
   H. Construction Details
3. United States Tennis Association (USTA) Facility Assistance program submittal
   A. Utilizing approved preliminary design documents, submit to the USTA as part of the grant application process. Coordinate any revisions required and incorporate during final design.

Final Design / Construction Documents

1. Meet with Staff to coordinate construction document preparation
   A. Review preliminary design package and costs. Establish construction budget.
   B. Review materials and products selections. We will use the recent Valley View Basketball and Tennis Courts projects as the basis for design and materials and products selections.
   C. Review front ends and bidding requirements.
   D. Review project schedule.
2. Prepare construction documents incorporating your review comments. Improvements for all three parks will be packaged in one bid set. We will submit a final set for review at 100% CDs.

   Documents to include:
   A. Project Manual
   B. Existing conditions plans
   C. Demolition Plans
   D. Site Plans
   E. Utility Plan (if a water fountain is included at Crossroads Park)
   F. Grading and Erosion Control Plans
   G. Site Restoration / Landscaping Plans
   H. Construction Details
   I. SWPPP (assumed to be necessary only for Crossroads Park)
3. Construction and bidding documents will be formatted per City of West Des Moines standards Technical project specification will be provided as on-plan notes or as technical specifications as required.
4. Update the opinion of probable construction costs.

Bidding and Construction Administration

1. Provide bidding assistance including:
   - A. Facilitate a pre-bid conference. Record and distribute meeting minutes.
   - B. Provide clarification of documents and address contractor questions.
   - C. Issue addenda as needed.
   - D. Prepare tabulations of bids and provide recommendation to the City regarding award of contract.
2. Assist the City with the following construction phase services including:
   - a. Facilitate pre-construction conference.
   - b. Provide response to contractor and City's questions relative to design intent.
   - c. Review submittals, pay applications, RFIs and change orders. Process changes to the contract.
   - d. Provide limited construction observation for general conformance with plans and specifications. Assume up to a maximum of twelve (12) site visits (4 per site).
   - e. Punch list process
     - i. Conduct initial punch list inspection at each park.
     - ii. Upon notice by contractor, conduct a follow up inspection at each park.
     - iii. Conduct a final inspection at each park as necessary. (More often than not, we find a third inspection is required to verify that all punch list items are complete and the project is ready to be accepted and the contract closed. This can be optional. Another option is to require the Contractor to pay the cost of any punch list inspections beyond the initial and final.
   - f. Issue letter of acceptance.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services at hour standard hourly rate:

1. Coordination of geotechnical soils report.
2. Administration of the bid process and solicitation of competitive bids.
3. Design and/or coordination of an electrical improvements.
4. Storm water calculations and design.
5. Development of a Minor Modification submittal.
6. Permitting.
7. Design bid alternate in association with both an asphalt and post-tension concrete court system.
8. Preparation or coordination of NPDES permit application.
9. Land Survey services for construction staking and layout.

ATTACHMENT 2
2020 Court Renovations Project
Project No. 0510 068 2017

PROJECT SCHEDULE

The time of completion of the design and services under this Agreement shall be as follows:

I. Basic Services of the Consultant

A.	Authorization to Proceed	August 2019
B.	Survey and Mapping	Fall 2019
C.	Preliminary Design	October 2019
D.	Final Plans and Specifications	November 2019
E.	Bidding	December 2019

II. Limited Construction Phase Services

The project is assumed to be constructed in 2020. Services associated with this project shall be completed by September 1, 2020.

ATTACHMENT 3
2020 Court Renovations Project
Project No. 0510 068 2017

SCHEDULE OF FEES

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2019 to December 31, 2019

PROFESSIONAL STAFF:

Grade 1	$ 88.00
Grade 2	$106.00
Grade 3	$119.00
Grade 4	$133.00
Grade 5	$146.00
Grade 6	$159.00
Grade 7	$173.00
Grade 8	$190.00
Grade 9	$207.00

ADMIN STAFF: $ 60.00

TECHNICAL STAFF:

Grade 1	$ 61.00
Grade 2	$ 76.00
Grade 3	$ 85.00
Grade 4	$ 93.00
Grade 5	$106.00
Grade 6	$119.00
Grade 7	$133.00

SURVEY STAFF:

One Person	$126.00
Two Person	$193.00
Drone Surveyor (Video or Photogrammetry)	$155.00
Drone Surveyor (Thermography)	$310.00
Scanning Surveyor	$155.00
Surveyor with Two Scanners	$210.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	$0.58/ Mile
Mileage- Survey Trucks	$0.68/ Mile

IN-HOUSE SERVICES

Prints/Plots:

Bond	$ .30/Sq. Ft.
Mylar	$ .75/Sq. Ft.
Photogloss	$ .90/Sq. Ft.
Color Bond	$ .60/Sq. Ft.
Foam Core Mounting	$ 13.00

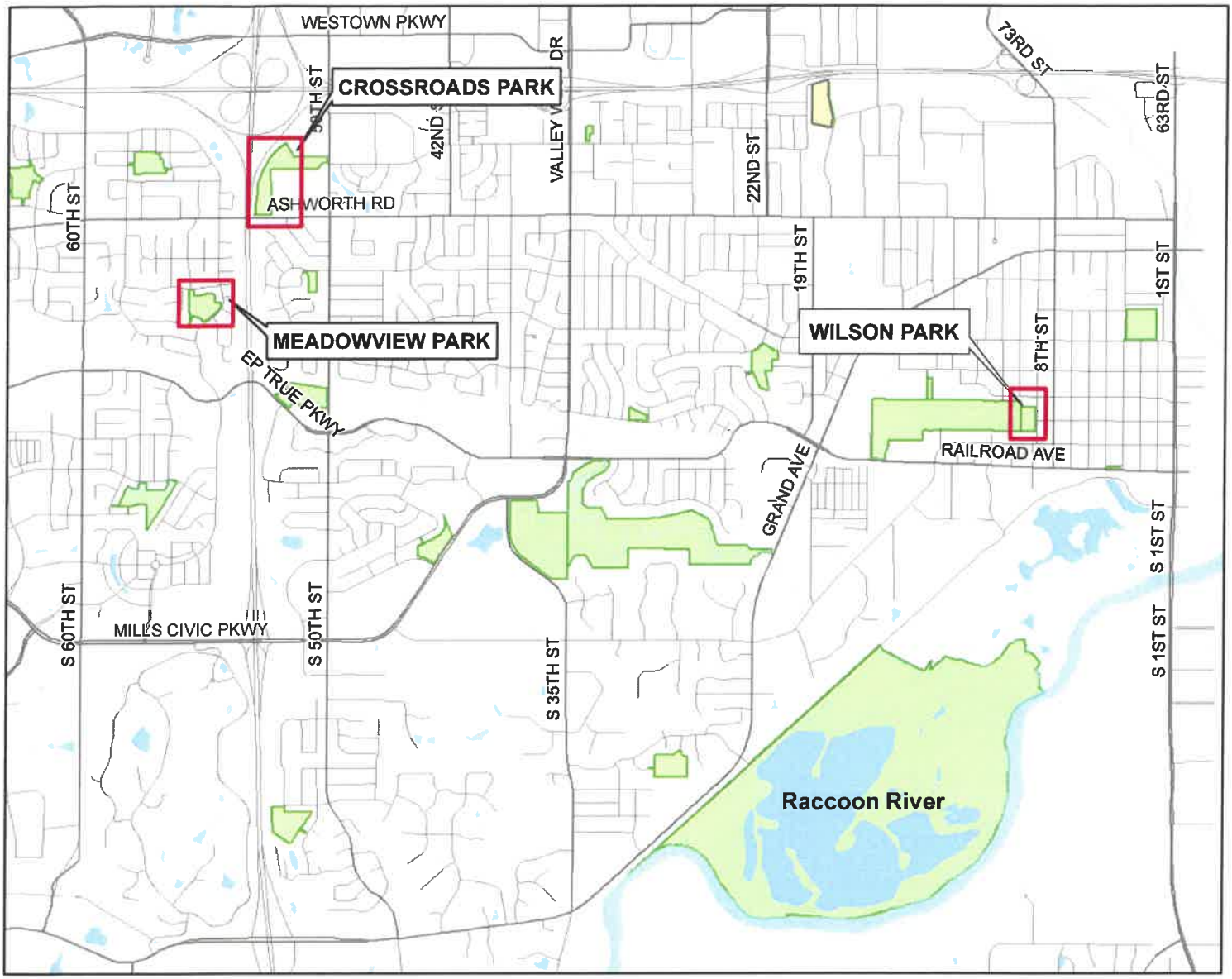
OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	$ 1.00
Legal Size	$ 2.00

An annual 4% inflation adjustment is anticipated for work completed beyond 2019.



VICINITY MAP

LEGEND

N

0 2,500 5,000 Feet

THE CITY OF WEST DES MOINES	PROJECT: PROFESSIONAL SERVICES AGREEMENT - COURT RENOVATIONS PROJECT			
	LOCATION: CROSSROADS PARK, WILSON PARK & MEADOWVIEW PARK			
	DRAWN BY: MAA	DATE: 8/15/2019	PROJECT NO.:	SHT. 1 of 1

Resolution Ordering Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost and Directing Advertisement for Bids

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the following described public improvement:

Levee Trail Improvements

is hereby ordered constructed according to the Plans and Specifications prepared by Bolton & Menk, Inc. and now on file in the office of City Clerk.

BE IT FURTHER RESOLVED, that the detailed Plans and Specifications, Form of Contract, Bid Security and Notice to Bidders are hereby approved, subject to hearing thereon, and that the same are now on file in the office of City Clerk for public inspection.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on **Monday, September 16, 2019** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, September 11, 2019.**

BE IT FURTHER RESOLVED, that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 o'clock p.m. on **Wednesday, September 11, 2019** and the results of said bids shall be considered at a meeting of this Council on **Monday, September 16, 2019** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this **19th** day of **August, 2019**.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk