CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Motion – Approval of Professional Services Agreement Amendment – Raccoon River Park Lighting Project

FINANCIAL IMPACT: Expense of $29,900.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 18-19 CIP from the Raccoon River Park Lighting Upgrade (Project No. 0525 004.0510 033 2018).

BACKGROUND: The original lighting in Raccoon River Park is now over 20 years old. Under a previous agreement, KCL Engineering of West Des Moines provided an assessment of the existing exterior lighting throughout the park and provided recommendations for upgrades to more efficient and functional LED sources and upgrading the control system.

The Council previously approved the agreement with KCL Engineering on February 19, 2019 in the amount of $6,550. Council is now asked to approve an amendment to the existing agreement with KCL for professional services related to preparation of construction and bidding documents, as well as providing resident consultant services during the construction process. The amendment to the agreement with KCL is attached along with their scope of services, schedule and fees.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with KCL Engineering

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

AMENDMENT No. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WDM Project # 0510-033-2018
Raccoon River Park Lighting Upgrade

This AMENDMENT made and entered into this 17th day of February, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and KCL Engineering, (Fed. I.D. #39-2068155), 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, hereby amends the original Agreement dated 19th February, 2019:

1. SCOPE OF SERVICES

   Services as described in the Agreement for the **Raccoon River Park Exterior Lighting Upgrade Assessment (Project No. 0510-033-2018)**, Attachment 1 Scope of Services are amended as follows:

   I. Basic Services of the Consultant – Add additional services as listed in revised Attachment 1.
   II. Resident Consultant Services – Add task to project scope. Full list of additional scope listed in revised Attachment 1.

2. SCHEDULE

   The schedule as described in the Agreement, Attachment 1 Project Schedule are amended as listed in revised Attachment 1.

3. COMPENSATION

   In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fee to increase the original fee, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in The Agreement, Attachment 1.

Task No.	Task Description	Original Fee	Additional Fee	Total Fee
I	Basic Scope of Services (Base Fee)	$ 6,550.00	$23,650.00	$30,200.00
II	Resident Consultant Services (Hourly Not-To-Exceed)	$ --- ---	$6,250.00	$6,250.00
	Total	$ 6,550.00	$29,900.00	$36,450.00

This AMENDMENT is subject to all provisions of the original agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

CONSULTANT

BY: MANAGING PRINCIPAL
Contact, Title

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

KCL
ENGINEERING

300 4th Street
West Des Moines, IA 50265
515.724.7938

February 10, 2020

Marco Alvarez, PLA, ASLA
City of West Des Moines
Parks and Recreation Department
4200 Mills Civic Pkwy | PO Box 65320
West Des Moines, IA 50265

SUBJECT: Raccoon River Park – Lighting Upgrade

Dear Marco,

CONSULTING ENGINEERS
Mechanical
Electrical
Plumbing
Lighting
Technology

We are pleased to respond to your request regarding a lighting upgrade for the subject park. The scope of this project includes upgrading site lighting to LED fixtures and add LED lighting to currently unlit portions of the park. Further scope includes the upgrade of controls for the site. The estimated construction cost for the project is $616,800. Our proposed scope of service includes the following:

Basic Scope of Services – Base Fee

1. Verify initial study reported findings including lighting level calculations confirming minimum required lighting levels are met.
2. Completing final design for construction
3. Preparation of plans and technical specifications for a public bidding.
4. Providing a final Engineer's Opinion of Probable Cost (OPC).
5. Providing bidding phase assistance including:
    a. Develop bid documents of plans and specifications.
    b. Respond to bidder questions and issue addenda(s) as necessary.
    c. Develop bid summary and bid tabulation.

Resident Consultant Services – Hourly Not-To-Exceed

1. Convene and preside over a preconstruction conference with City staff and the contractor.
2. Perform regular on-site reviews insuring project being completed per plan.
3. Provide city with regular updates on construction progress.
4. Assist with preparing change orders and written directives as needed.
5. Review and approve shop drawings and other required submittals by contractor.
6. Assist with construction close-out with following tasks:
    a. Conduct an on-site review of the project with city staff and contractor's representatives.
    b. Develop a punch list with construction issues to be corrected or resolved.
    c. Monitor completion of the punch list items by the contractor.
    d. Conduct a final project walk through with the City and the contractor to verify that all punch items have been completed to the satisfaction of the city.
    e. Prepare record drawings based on contractor's as-builts.

KCL
ENGINEERING

Services Not Included in Proposal

1. Energy Modeling or Life Cycle Cost Analysis.
2. Commissioning.
3. Services and/or consultation not specified and/or in excess of those indicated in the Scope of Design, Bidding, and Construction Services.
4. Revisions to previously approved drawings and documents.
5. Value engineering after bids are received.

Clients Responsibility

1. The Client shall make available to the Consultant full information on the Client's intent with regard to the project requirements.
2. The Client will keep the Consultant advised of any changes to the project requirements that may affect the Consultant's work.
3. The Client Will make available to the Consultant plans, layouts, drawings, reports, etc. of existing building and survey of properties.
4. The Client or Owner is responsible to facilitate distribution of construction documents and all expenses to reproduce documents.
5. The Client shall provide front-end specification documents.

Schedule

This design is anticipated to take 6-8 weeks to complete after the date this proposal of service has been sign and agreed to.

Compensation

We propose to perform the defined basic scope services above for a fixed fee of $23,650. We propose to perform the defined resident consultant service for an hourly rate Not-To-Exceed $6,250. Standard hourly rates are attached. This proposal is subject to adjustment if there is a material change in the scope of the work.

Thank you for the invitation to submit this proposal. We look forward to the opportunity of serving you. If this proposal is acceptable, please sign at the space indicated below and return one copy to this office for our files. If there are any questions, please contact me.

Sincerely,
KCL Engineering, LLC

Lucas Wardenburg
Electrical Designer

The undersigned, having read the foregoing letter of agreement between the City of West Des Moines and KCL Engineering LLC, agrees to the conditions set therein.

_____ _____

Authorized Signature Date
City of West Des Moines

KCL
ENGINEERING

Terms and Conditions:

Services provided by KCL (hereinafter referred to as "the Engineer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Neither the Engineer or Construction Manager, the Engineer or Construction Manager consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or Client in excess of the compensation (or a specific amount that is less than the current policy amount) paid pursuant to this Agreement by reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected to their reuse of the construction documents on any other project or site without the involvement of the consultant in the construction phase services normally provided on such projects, excepting only those damages, liabilities or costs attributable to the sole negligence of willful misconduct by the Engineer.

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractor of any tier from making any changes or modifications to the Engineer's construction documents without the prior written approval of the Engineer and that further requires the Contractor to indemnify both the Engineer and Client from any liability or cost arising from such changes made without such proper authorization.

It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to $1,000,000.

KCL
ENGINEERING

300 4th Street
West Des Moines, IA 50265
515.724.7938

KCL Engineering, LLC
Hourly Rates for Engineering Services
2020

CONSULTING ENGINEERS

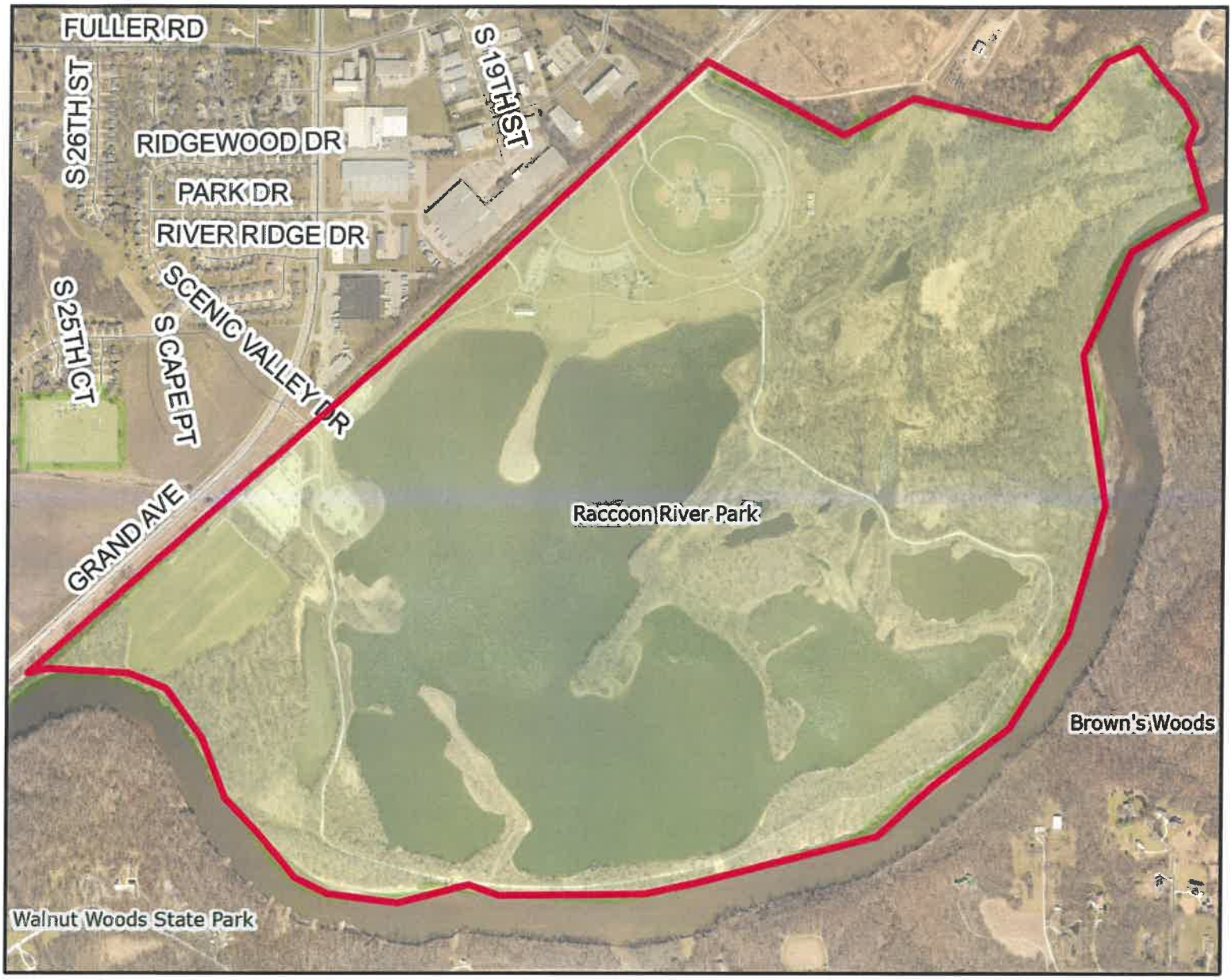
Mechanical
Electrical
Plumbing
Lighting
Technology

CLASSIFICATION	RATE
Principal	$185.00
Associate Principal	$175.00
Senior Engineer/Designer	$160.00
Engineer/Designer	$135.00
Administrative	$ 80.00

These rates are subject to revision in January of each year.

All amounts due KCL Engineering, LLC shall be payable upon presentation of an invoice which shall be rendered from time to time but not more frequently than monthly. Invoiced amounts for professional time shall be billed at the hourly rates cited above for the time incurred on the project. Reimbursable expenses shall be included on invoices as the expenses are incurred. Any franchises, sales, service, use and/or value-added taxes levied by any governmental authority which would be deemed applicable by KCL Engineering, LLC will be invoiced in addition to any stated fee and/or reimbursable limits.

KCL Engineering, LLC reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to KCL Engineering, LLC.



VICINITY MAP

LEGEND

Project Area

N

0 800 1,600 Feet

THE CITY OF WEST DES MOINES	PROJECT:	RACCOON RIVER PARK EXTERIOR LIGHTING IMPROVEMENTS AGREEMENT AMENDMENT		
	LOCATION:	2500 GRAND AVENUE		
	DRAWN BY: MAA	DATE: 2/12/2020	PROJECT NO.:	SHT. 1 of 1