CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: April 20, 2020

ITEM: Motion – Approval of Professional Services Agreement – MidAmerican Energy Company RecPlex Website Design and Development – Webspec Design, LLC

FINANCIAL IMPACT: Expense not-to-exceed $25,000 to be paid from G/L account 692.400.700.5250.460 – Contractual Services Miscellaneous.

BACKGROUND: The Council is asked to approve an agreement with Webspec Design, LLC to design, develop and implement the website for the MidAmerican Energy Company RecPlex located at 6500 Grand Avenue.

A Request for Proposals was sent out in early February to local website developers and a notice was published. The City received 14 proposals by the deadline of February 26. Staff evaluated all proposals and then interviewed the top three scoring proposals. Webspec Design, LLC was selected because of their creativity, price, experience and current clients. Two of their current clients are the City of Adel and the Iowa High School Athletic Association.

Webspec Design will be expected to deliver a robust, user-friendly website that will attract not only reoccurring users, but also local, state, and national tournament directors, conference/expo organizers and concert promoters. Once approved by Council, staff will quickly begin working with Webspec Design to have the website up and running by early summer.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the agreement with Webspec Design, LLC.

Lead Staff Member: Ryan Penning, Superintendent of Recreation

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks & Recreation *S.O.*
Appropriations/Finance	Tim Stiles, Finance Director TS
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 20th day of April, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Webspec Design, LLC., (Fed. I.D. #20-8075560), 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 MidAmerican RecPlex – **Website design, development and implementation** 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

1) In consideration of the professional services provided herein, the City agrees to pay the Consultant a 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	$ 25,000.00
Estimated Reimbursables	$
TOTAL	$ 25,000.00

2) 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.

3) 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

1) 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.

2) 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.

3) 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.

4) 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.

1. 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: Webspec Design, LLC.
Attn: Morgan Frideres
Address: 5907 Meredith Drive
City, State: Urbandale, IA 50322

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

1) 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.

2) 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

1) 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.

2) 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

1) 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.

2) 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.

3) 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.

4) 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
DocuSigned by: Emily Goodyk 7177615F01E4467...	
BY:_____	BY:_____
Emily Goodyk, Director of Sales	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Approach:
Webspec Design will design the RecPlex website using our current CMS, WordPress. WordPress is a free, open-source CMS known for its accessibility to all users, especially less technical users and non-developers, and for its users-friendly WYSIWIG editor.

Using WordPress will allow the City to have ownership over the site and the ability to easily make changes internally. It can support the functionality the City desires while being flexible to grow and evolve as the facility grows.

Webspec Design will set a variety of user levels for the website so that only users with certain permissions are allowed to edit site content or switch out photos, and Webspec Design will teach users how to do that during your post-launch training session

ADA Compliance:
Webspec Design is well-versed in the Americans with Disabilities Act (ADA) compliance guidelines. Webspec Design will meet the required Web Content Accessibility Guidelines (WCAG) 2.1 standards on all websites created. Webspec Design will use WCAG 2.1 and Section 508 of the Rehabilitation Acts as references for the content, design, and development on this project.

Responsive Site:
The web design adjusts the website to fit your brower's viewing window. Webspec Design will use the latest web technology in mobile web development to build features and content that is a natural fit for smart-phone and table viewing. Webspec will follow the latest industry standards including HTML5 and CSS3 while maintaining support for older browers and oeprating systems.

Project Phases:
Content
Content is the foundation for your entire website. It guides the design, controls your website's rank in search engines, impacts the user experience, and ultimately determines what your audience gains from visiting the site. This stage of the project includes the following:

- SEO-focused content strategy
- Copywriting
- Copy Editing

Your target audience and content strategy will be discussed during the Blueprint Phase. Your content coordinator is an expert in creating user-centered content, and we'll make sure to clearly communicate the City of West Des Moines' role in the facility, along with other key points or processes.

Design:
The designer will use the content to guide the design of the site pages and features. They'll create a visually engaging site that follows SEO standards, highlights your brand message, and intuitively guides your viewers through the site.

Inspiration sites will be discussed during the Blueprint Phase, so they have a basis of your preferences for your custom design. Brand guidelines will also be covered before the start of the website build and the designer will incorporate elements that represent both the MidAmerican Energy Company RecPlex and City of West Des Moines brands. RecPlex stakeholders will be able to review and adjust the design throughout the process before moving on to the next phase.

Your design phase will include custom page templates along with a standard interior template that can be used as the base for any additional pages you choose to create after the launch of the site.

Development/Features:
Your developer will configure all WordPress settings and back-end development of the site. Other functionalities can be requested, including:

- Advanced Site Search
- Blog
- Calendar
- Contact Us Form
- E-Notifications
- E-Newsletter
- Event Calendar
- Facility Reservation
- Photo Slideshows
- Staff Directory
- And many more

QA Testing:
Quality assurance testing is the best way to catch any errors that were made in creating a site. Before the website launch, Webspec Design will review the site, make a note of any areas for improvement based on bother user experience and technical factors, and make changes as needed. Specifically, Webspec Design will identify any plugin integration conflicts and perform re-configuration if needed. The site will also be tested on multiple browsers and devices including desktop, tablet, and mobile and guarantee proper display on all currently-supported web browsers.

Website Handoff:
Webspec Design will offer training sessions at their office or Parks and Recreation for anyone on your team that will use and make changes from the back-end of the website. Whether or not your team is already familiar with how WordPress works, they want to make sure you understand your website so you can make changes after the site is launched.

Webspec Design can set a variety of user levels for the website so that only users with certain permissions are allowed to edit site content or switch out photos. Along with a training meeting, Webspec Design can create a custom user guide tailored to the project and/or record the training meeting for future training reference. These are an additional cost but can be used for years to come.

After the launch of the website, Webspec Design will actively monitor the site for anything that needs to be fixed to ensure the site continues to run smoothly. Minor fixes and tweaks to the website will receive free support for 30 days. After those 30 days, Webspec Design offers ongoing support.

TIMELINE

Implementation Schedule, Delivery Milestones & Responsibilities
Based on your requested timeline of April 1 through June 1, we've provided an anticipated timeline for the launching the site with the home page, schedule page, facility features page, and contact page. Our process relies on client approval. The following timeline is built under the assumption that the RecPlex team will approve items within one week from their presentation. We plan to continue working on any remaining pages and features after launch and will provide a timeline for that work at a later date.

	Webspec Tasks	Webspec Deliverables	RecPlex Tasks
Week 1	Homepage content is written		
Week 2	Homepage content is reviewed and edited	Homepage Content	Review and approve homepage content
Week 3	Homepage design begins, Content for internal pages 1 & 2 are written	Content for internal pages 1 & 2	Review and approve internal page content
Week 4	Homepage design reviewed and edited, Content for internal page 3 is written	Homepage Design & Content for internal page 3	Review and approve homepage design and more internal content
Week 5	SEO, internal page designs	Internal Page Designs	Review and approve internal page designs
Week 6	SEO, development begins	Live homepage review	Review and approve the live homepage
Week 7	Testing and QA	Final Reviews	Complete any final reviews of the site
Week 8	Final edits & 48 hour code freeze	Launch of site	
Week 9 (and beyond)	Work on any other features/integrations, future pages	Training	Schedule a time for your one-on-one training