CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: December 7, 2020

ITEM: Motion – Approval of Professional Services Agreement – Holiday Park Youth Baseball Field, Parking Lot and Entry Improvements – Phases 6 and 7

FINANCIAL IMPACT: Expense of $103,340.00 plus reimbursable expenses estimated at $3,400.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of $150,000 in available funds in the FY 20-21 CIP budgeted for the Holiday Park Baseball Phase 6 Fields 3&4 / Phase 7 Parking (Project No. 0525 012.0510 047 2020).

BACKGROUND: A phasing and funding plan for Holiday Park Youth Baseball was prepared in 2013. Since that time, the 11-field complex has undergone a series of multi-phased field and ancillary site improvement projects. The last phase of field improvements (Fields 3 and 4) will encroach onto space currently held by the Parks Maintenance facility. This phase was placed on hold to allow time for parks maintenance operations and storage to be moved to the recently completed Public Services Facility. This phase will include final design of fields 3 & 4 renovation, as well as plans for demolition of existing parks maintenance buildings and construction of a new parking lot and entry into the baseball complex. One existing parks maintenance building will remain and be retrofitted to accommodate maintenance operations for the baseball complex.

All previous improvements were designed and administered by Jeffrey L. Bruce & Company (JBC). The agreement with JBC is attached along with their proposal, scope of services and fees. The consultant was selected for this project due to their past experience on this project and experience in this type of work.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with JBC.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

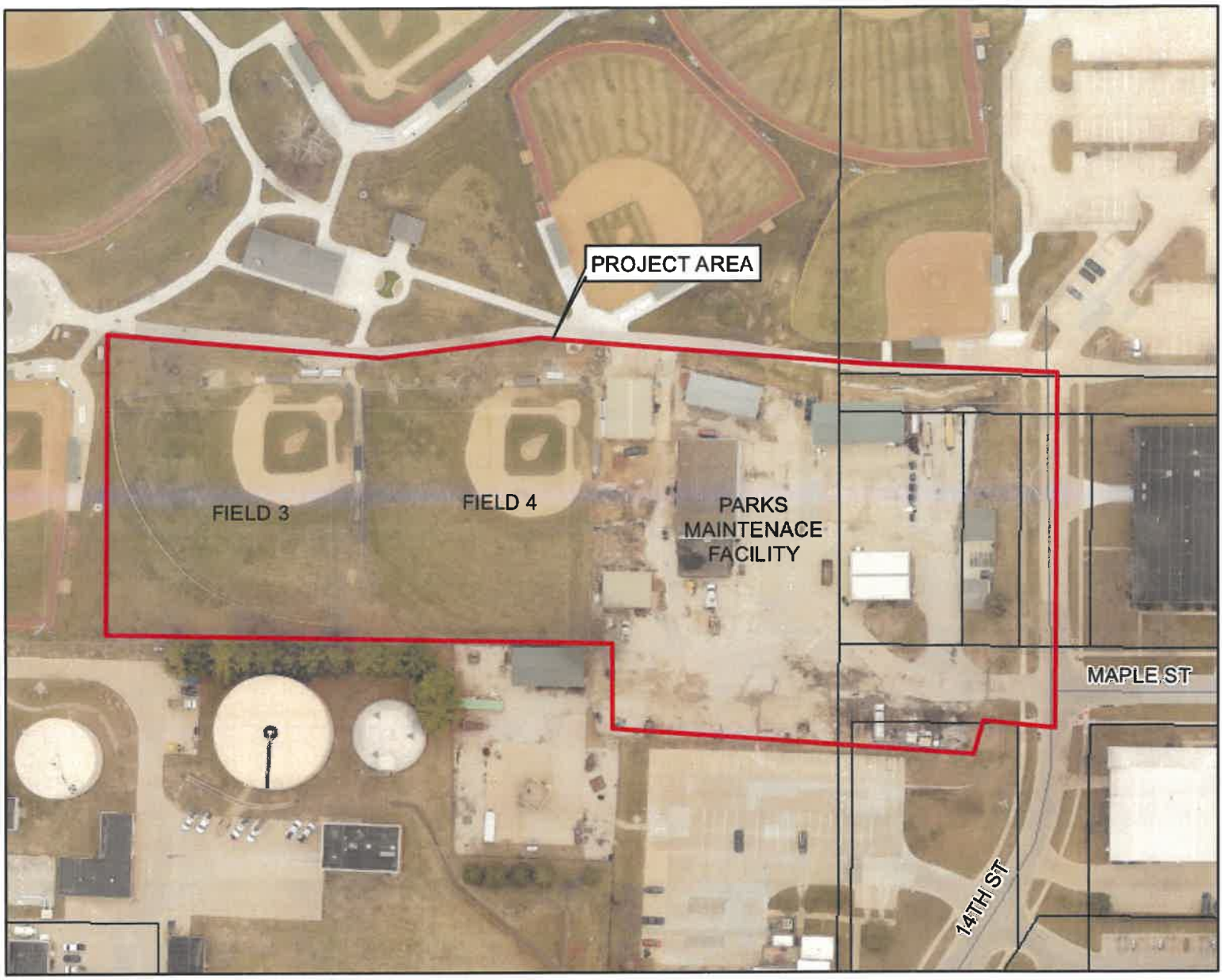
Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

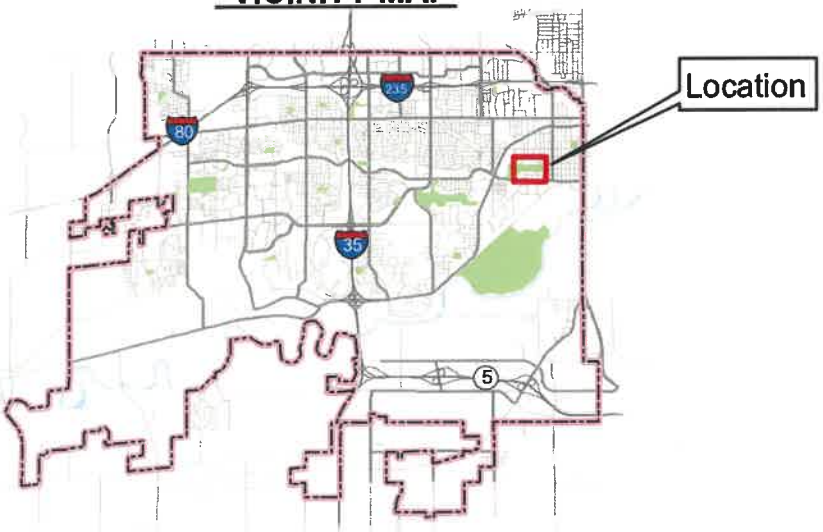
Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split



VICINITY MAP



LEGEND

Project Location

N

0 120 240 Feet

THE CITY OF WEST DES MOINES	PROJECT:	PSA - HOLIDAY PARK YOUTH BASEBALL FIELD, PARKING LOT AND ENTRY IMPROVEMENTS - PHASE 6 & 7		
	LOCATION:	1701 RAILROAD AVE		
	DRAWN BY: MAA	DATE: 12/2/2020	PROJECT NO.:	SHT. 1 of 1

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this **7th** day of **December**, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Jeffrey L Bruce & Company, (Fed. I.D. # 43-1498267), 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.

SCOPE OF SERVICES

Services provided under this Agreement for the **Holiday Park Improvements – Phase 6 and 7 Youth Baseball Fields, Parking Lot, and Entry Improvements (Project No.0525 012.0510 047 2020)** shall be as further described in Attachment 1, Scope of Services.

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.

COMPENSATION

In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum, FIXED-FEE, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 1.

I. Basic Scope of Services	$ 79,360.00
II. Construction Administration	$ 23,980.00
TOTAL	$ 103,340.00

The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, 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.

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

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.

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.

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.

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 Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Jeffrey L. Bruce & Company
Attn: Eric Doll
Address: 300 4th Street
City, State: West Des Moines, IA 50309

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of

salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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.

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

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.

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

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.

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.

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.

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 Doll, Senior Project Manager	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

JBC

15 October 2020

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

Re: Proposal for Bid Documents and Construction Administration for Holiday Park – Phase 6 and 7
Youth Baseball Field, Parking Lot, and Entry Improvements
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 Park & Recreation. Jeffrey L. Bruce & Co. and our team (JBC Team) are excited about the chance to work with you and your staff and we are confident that we can be an integral part of your team to deliver a successful project.

Based on our previous master planning efforts/discussions and the information you provided to our office, we have prepared a scope of services and proposal describing and refining the work required to provide Bid Documents and Construction Administration for the Phases 6 and 7 Youth Baseball Field Improvements at Holiday Park.

As we understand the scope of work for Phases 6 and 7, the JBC Team 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 oversight of the Youth Baseball Field and Parking Lot and Entry Improvements.

SCOPE OF WORK

Provide services as hereinafter described for design and preparation of Bid Documents followed by Construction Administration for the Youth Baseball Field Improvements for Phases 6 and 7 at Holiday Park. These Improvements include:

Phase 6

- Field 3 – No field rotation or lighting. New dugouts, pedestrian connections, new infield, bullpens, turf area amendments, new irrigation, warning track and fencing modifications as needed. (Construction in Spring 2022)

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- Field 4 – Complete new field construction (field rotation to be determined) with no lighting. New dugouts, irrigation replacement, new warning track and miscellaneous fencing and concrete in connection with ancillary improvements. (Construction in Spring 2022)

Phase 7

- Demolition and renovation of the existing parks maintenance facility to include building demolition, utility coordination, and creation of a new park entry which shall include pedestrian walkways, a new parking lot with lighting, open air shelter and entry sign. Also is a building feasibility study and preliminary conceptual design for renovating/repurposing the existing maintenance building that shall remain.

SCOPE OF SERVICES

Field Survey & Agronomic Soil Testing

- Perform and prepare additions to the previously performed topographical survey for the portions of the work from Phase I through V that may affect the design of Fields #3 and #4 and the existing maintenance area which will include the following specific information:
    - Provide spot elevations on the playing field side and the spectator side of the backstop on both fields mentioned above. These spot elevations will be taken approximately every 5' and at major turns or corners of the backstop/fencing.
    - Provide spot elevations of every chainlink fencing post and backstop post around the entire playing fields mentioned above. We assume that posts are +/- 10' on-center. . When providing this information, all fencing gates and openings in the fencing shall be provided as well.
    - Provide spot elevations and locations of the existing bases and apex of homeplate for all fields mentioned above.
    - Provide the location of the drip lines for the trees and spot elevations along the drip line determination of these trees to ensure that grading revisions meet the existing grades at the driplines.
    - Provide locations and elevations for the structures, utilities, and hardscape features within the existing parks maintenance area.
- Elevations and information provided will be referenced to the City of West Des Moines datum.
- Perform soil sampling of the existing soil in the outfields and infields on Fields #3 and #4 and within the maintenance area as needed and analyze the agronomic laboratory testing results provided to JBC after the testing to determine the soil mix to be designed for the grass areas of the fields only.

Schematic Design

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- Facilitate and attend one (1) project site visit / kick-off meeting to validate previous master planning documentation provided and 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, members of the JBC Team will meet with Parks and Recreation staff, and other individuals and organizations 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 Holiday Park Phases I – VB and experience on similar projects.

- The JBC Team will begin investigating project Cut/Fill Analysis to validate design decisions and the impact they will have on project cost.

- The JBC Team will confirm the required stormwater detention volumes and rates of runoff and prepare calculations throughout the design process to meet and/or exceed the city's requirements.

- The JBC Team will provide a thorough field documentation review and feasibility assessment on the existing maintenance building that shall remain in the Phase 7 scope of work. Following this assessment, we will also provide preliminary conceptual design for renovating/repurposing the building for cost estimation purposes.

- The JBC Team will initiate and coordinate the existing power distribution system improvements with MidAmerican Energy.

- The JBC Team will assemble findings and recommendations based on the meeting with Parks and Recreation and others and begin the process for scheduling and coordinating a Development Review Meeting with the City of West Des Moines.

- The JBC Team will coordinate and participate in a City of WDM Development Review meeting to discuss the specific requirements as they relate to the project improvements.

- The JBC Team will confirm findings from the development review meeting and prepare the required City Site Plan Submittal materials for the development application and submit the information to the City of West Des Moines.

Design Development

- Based upon feedback from any comments received from the City Site Plan Submittal, the JBC Team will facilitate and attend one (1) team meeting to confirm development review findings, means for resolving issues of design direction, programming and coordination that will impact our design development phase of work.

- The JBC team will coordinate and begin preparing a Stormwater Pollution Prevention Plan (SWPPP) and submit NPDES General Permit No. 2)

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- JBC will assemble drawings of design recommendations in AutoCAD and provide these as a basis of design for the construction documents preparation of the project. We will prepare an Opinion of Probable Cost for our aspects of the work. We will advise your office as design decisions or site conditions impact these costs. 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 from the owner and the city as appropriate meetings are held.

- JBC will prepare and review baseball field and park entry design options with the Team at appropriate times to determine project design direction and confirm all applicable trade coordination.

- The JBC Team will facilitate a 100% Design Development review meeting with the Owner to discuss design direction, review the cost estimate and solicit feedback on project design.

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 virtual conference call) to review the project at 60% and 95% completion milestones.

- Update the Preliminary Opinion of Probable Cost for the aspects of the work designed and impacted by the JBC Team. We will advise your office as design decisions or site conditions impact these costs.

- Coordinate with sub-consultants to ensure that our documentation is properly integrated.

- Provide agronomic athletic turf recommendations based on the existing playing field soil testing conducting during the Field Survey & Agronomic Soil Testing concerning:
    - Sand: Particle Size Analysis
    - Organic Amendment Evaluation
    - Gravel Distribution Analysis
    - Physical Evaluation of Rootzone Mixes
    - Sod: Fertility and tissue testing
    - Sod: Growing Medium Particle size Analysis

- Prepare playing field system drawings including plans and details showing the following:
    - Demolition and Erosion Control Plans
    - Playing field grading and drainage improvements including ancillary storm sewer infrastructure

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- Playing Fields Sub-Drainage System (as needed)
- Playing Field Growing Media and Turf systems
- Skinned Infield/Warning Track materials
- Fencing Modifications
- Sports Specialty Items – Batting Cages, netting, foul poles, portable mounds, pitching plates, homeplate and bases, portable mounds, etc…
- Minor Electrical Improvements – Convenience Outlets, Communication to Scoreboards
- Dugout layout and designs
- Hardscape Sidewalks and Bleacher Pad areas
- Other pertinent design information relating to playing field design such as cut/fill analysis

- Prepare new park entry site and utility drawings including plans and details showing the following:
  - Parking lot layout and vehicular circulation
  - Parking lot lighting including photometric calculations
  - Pedestrian circulation, hardscape and pathways.
  - Existing maintenance area demolition, erosion control, and restoration
  - Power distribution system coordination and service improvements
  - Coordination access to maintenance structures that will remain
  - Stormwater infrastructure
  - Park signage improvements
  - Ancillary landscape improvements
  - Site Furnishings and open-air shelters.

- Prepare playing field irrigation construction drawings to tie into the existing irrigation system components installed as part of Phases I – VB), including piping diagrams showing pipe sizing and point to point pipe routing, sprinkler heads, lines, valves, controllers, control systems, sensors, station volume, soil system sections, sub-drainage system, turf systems and other pertinent design information.

- Separate specification subsections providing criteria for the purchase of equipment and materials. The subsections will comprise of the following subsections:
  - Playing Field Irrigation
  - Playing Field Grading & Construction
  - Playing Field Sub-Drainage System
  - Playing Field Turf and Sodding
  - Playing Field Fencing
  - Playing Field Dugout Specifications based on construction type
  - Playing Field Electrical Work
  - Storm Sewer Infrastructure
  - Park Entry Signage
  - Non-Playing Field Landscaping
  - Site Furnishings
  - Protective Covers

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- Cast-in-Place Concrete for Walkways and Bleacher Pads
- Electrical Improvements
- Parking Lot Lighting

- 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 the JBC Team has been accomplished as necessary to produce the desired improvements. We will review and comment on the following 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:

- We will 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 the questions of the 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.
- **(*The printing for the Issuance of the Bid Documents to Contractors/Potential Bidders shall be performed as an outside service and will be billed directly without mark-ups to Parks & Recreation as a reimbursable expense. If the Bidding Process allows the JBC Team to charge (at a fee to be determined) the Contractors to get a copy of the Plans and Project Manual for Bidding purposes, the JBC Team will issue and provide the plans and project manual, any addenda, etc… to the Contractor directly.)** See also the Extra Services section below.

Construction Administration Phase

The work provided by JBC will include the following:

- JBC Team will provide a minimum of ten (10) 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:

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- Facilitate and attend a Pre-Construction Meeting and regular site meetings with the Contractor
- Evaluate and observe the demolition, earthwork, and finished grading process
- Observation of playing field construction components and irrigation piping and delivery equipment installation
- Observation of Parking Lot Lighting and electrical enhancements
- Observe and monitor storm water enhancements and protection during construction
- Monitor the construction of the playing fields and associated items
- Monitor Installation of Dugouts and Fencing Revisions
- Installation of Sod
- Preliminary Punch Site Visit
- Final Punch Visit

- Evaluate completion of playing field 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.

Out of Scope Items and Services Provided by Others

JBC will provide the preparation of design standards to establish minimum design requirements for the design teams to follow with respect to the preparation of design documents and quality control procedures related to the facility sports fields. JBC will be available to coordinate with the efforts of others to complete the work listed below.

- Documentation services to be provided by others are anticipated to include:
  - Architectural improvements including (but not limited to) bleacher facilities, maintenance & storage buildings, and related systems and improvements.
  - Site Utility extensions to field edge including water supply, sanitary sewer including all related permitting.
  - Related off-site improvements.
  - Site hospitality improvements including water fountains, telephones, etc.
  - Compiling, printing and issuing all bid and contract documents.
  - Advertisements and notifications

SERVICES NOT INCLUDED

- Office or site visits: The proposed scope of services includes five (5) office or virtual visits during the design phase and a minimum of ten (10) on-site construction observation visits. Services and reimbursable expenses for additional site or office visits will be billed as extra services.

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PHONE 515.778.8397
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NORTH KANSAS CITY, MISSOURI 64116
PHONE 816.842.8999

- 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.

- Budget Control: The proposed scope of services includes budget opinions and assistance with value engineering.

- Agronomic Testing services will be billed as a reimbursable expense. This does not include agronomic testing during construction by the Contractor.

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.

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, our experience on this site and the amount of documentation anticipated for the Holiday Park Youth Baseball Field and New Park Entry Improvements, the JBC Team will provide the services described as a **Phased Fixed Fee of One Hundred Three Thousand Three Hundred Forty dollars ($103,340.00).**

Bid Documents and Construction Administration for Phases IV (B) & V Improvements

Field Survey and Agronomic Soil Testing	$ 7,840.00
Schematic Design	$ 15,620.00
Design Development	$ 12,170.00
Construction Documentation	$ 38,740.00
Bidding & Negotiation*	$ 4,990.00
Construction Administration	$ 23,980.00
Total	**$ 103,340.00**

(*The printing for the Issuance of the Bid Documents to Contractors/Potential Bidders shall be performed as an outside service and will be billed directly without mark-ups to Parks &

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Recreation as a reimbursable expense. If the Bidding Process allows the JBC Team to charge (at a fee to be determined) for the Contractors to get a copy of the Plans and Project Manual for Bidding purposes, the JBC Team will issue and provide the plans and project manual, any addenda, etc… to the Contractor directly.)

Estimated Travel Reimbursable Expenses
Travel Costs, Printing (not including documents for bidding)
$1,900.00

Estimated Agronomic Testing Reimbursable Expenses
Laboratory Testing and sample shipping to the laboratory
$1,500.00

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

- Reimbursable Travel Expenses
  - Travel time will be billed portal to portal.
  - 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.
  - Lodging, meals and other living expenses associated with out-of-town travel.
  - The Per Diem amount to be billed as a reimbursable expense for this project is $50.00 per day.
  - Laboratory Testing Services

- Billing rates effective through 31 December 2021
  - Principal $165.00/hr.
  - Senior Project Manager $120.00/hr.
  - Project Architect $ 95.00/hr.
  - Project Landscape Architect $ 80.00/hr.
  - Administrative $ 70.00/hr.
  - Agronomic Consultant $185.00/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

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- Provided timely reviews and approvals, JBC assumed the coordination of development review, submission of site plan application materials and production of construction documents could be completed per the schedule provided by your office (October, 2020 – December, 2021) and in previous conversations but based on the actual notice to proceed.

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.

CONTRACT

- This proposal is not a contract for execution. Should the terms set forth herein be agreeable and acceptable as a basis for agreement, a contract for professional services will be prepared and executed prior to beginning work. This agreement constitutes the entire agreement between JBC and the City of West Des Moines. If there are conflicts or inconsistencies between this agreement and the prime agreement, the prime agreement will control.

LIMIT OF LIABILITY

- In recognition of the relative risks, rewards and benefits of the project to both the JBC Team 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 the JBC Team'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

CREDITS AND ACKNOWLEDGMENTS

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

TERMINATION

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- The Client may terminate this Agreement at any time by written notice. If JBC or the Client terminates the Agreement, the Client will pay for services provided and expenses incurred up to the time notice is either sent or received by JBC.

- This Agreement shall be severable and any provision or part hereof to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties.

APPROVAL AND ACCEPTANCE

- Upon review of the foregoing terms, this proposal for services is approved and accepted, will Jeffrey L. Bruce & Company LLC as will prepare a contract for signature.

Please let me know if you require any further information

Sincerely,

Eric Doll, PLA, ASLA
Senior Project Manager
JEFFREY L. BRUCE & COMPANY LLC

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