CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 3, 2021

ITEM: Motion – Approval of Professional Services Agreement Amendment #1 – Holiday Park Youth Baseball Fields, Parking Lot, and Entry Improvements – Phases 6 & 7

FINANCIAL IMPACT: Expense not-to-exceed $29,310.00 including reimbursable expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funding in the FY 20-21 CIP budget for the Holiday Park Youth Baseball Fields, Parking Lot, and Entry Improvements – Phases 6 & 7 (Project No. 0525 012.0510 047 2020).

BACKGROUND: The original agreement with Jeffrey L. Bruce & Company (JBC) was approved on December 7, 2020 in the amount of $103,340 for services related to final design for renovation of fields 3 and 4, site plan for area related to the demolition of existing parks maintenance buildings, and construction of a new parking lot and entry into the baseball complex. One existing parks maintenance building is intended to remain and will be retrofitted to accommodate maintenance operations for the baseball complex that are currently housed in a much older building slated to be demolished. Services in Amendment #1 include architectural services related to the interior renovation of this building which includes the addition of restrooms and a small office space on the east end of the building.

The amendment to the agreement with JBC is attached along with their scope of services, schedule, and fees.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve Amendment #1 to 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

AMENDMENT No. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WDM Project # 0525 012.0510 047
Holiday Park Improvements – Phase 6 and 7
Youth Baseball Fields, Parking Lot, and Entry Improvements

This AMENDMENT made and entered into this 03 day of May, 2021, 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, hereby amends the original Agreement dated 7thth February, 2020:

SCOPE OF SERVICES

Services as described in the 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)**, 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. Bidding & Construction Admin – Add additional services as listed in revised Attachment 1.
III. Estimated Reimbursable Expenses - As listed in revised Attachment 1.

SCHEDULE

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

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 (Phased Fixed Fee)	$ 79,360.00	$17,880.00	$97,240.00
II	Bidding & Construction Admin (Phased Fixed Fee)	$ 23,980.00	$7,630.00	$31,610.00
III	Estimated Reimbursable Expenses	-	$3,800.00	$3,800.00
	Total	$ 103,340.00	$29,310.00	$132,650.00

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: Eric Doll, Senior Project Manager
Contact, Title

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

ATTACHMENT 1

JBC

27 April 2021

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 - Maintenance Building Renovations
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: Studio Melee, KCL Engineering, and Larson Engineering (JBC Team) are excited about the chance to continue working 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 the Holiday Park Maintenance Building Renovation Feasibility Study, we have prepared a scope of services and proposal describing and refining the work required to provide Bid Documents and Construction Administration for the Existing Maintenance Building Renovations at Holiday Park.

As we understand the scope of work for Holiday Park Phases 6 and 7, the JBC Team is prepared to enter into an agreement with your office to provide timely, professional services as identified below for the project aspects for which JBC would be responsible for design and oversight of the Maintenance Building Renovations.

SCOPE OF WORK

Provide services as hereinafter described for design and preparation of Bid Documents followed by Construction Administration for a partial interior build-out of the existing maintenance building which will include: an office for two occupants, two restrooms – possibly one with a shower, mezzanine storage above the office space, and a barrier to subdivide the remaining maintenance building storage space. This scope of work is based on the Option "3" plan that the City selected from the feasibility study dated 08 March 2021. These Improvements include:

JEFFREY L. BRUCE & COMPANY, LLC
300 4TH STREET
WEST DES MOINES, IOWA 50309
PHONE 515.778.8397
www.jlbruce.com
252 NW EXECUTIVE WAY
LEE'S SUMMIT, MISSOURI 64063
PHONE 816.842.8999

SCOPE OF SERVICES

Design Development (2-3 Weeks)

JBC will provide the following documentation, coordination with ongoing and future Holiday Park project work, and timely review to assist the design team in the preparation of design documents:

- Code Analysis
- 1 - Site Visit For Additional Field Verification
- Review Of Existing Structure with Structural Engineer
- Preliminary Framing Design
- MEP System Options & Space Planning
- Provide Required DRT Documentation including Permit Application(s) and COMcheck
    - Submit for additional Plan Review as required.
- Site Utility Coordination
- Revise Layout Per City Comments
- Prepare a Preliminary Opinion of Probably Cost
- 1 - Meeting With City @ 100% DD

Construction Documentation (3-4 Weeks)

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 50% and 100% CD completion milestones.

- Coordinate with sub-consultants regarding Civil, MEP and Structural systems to ensure that our documentation is properly integrated and applicable to city code.

- Organize and prepare material finish options/selection & review with City.

- Provide all needed plans, exterior & interior elevations, sections & details for all trades of scope needed for the project.

    - Specification information for all trades will be included on the drawing sheets

- 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.

- 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:

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- Bidding Requirements
- Bid Proposal Form
- Contract Forms
- Conditions of the Contract
- Division 1 - General Requirements

Bidding & Construction Administration

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.

The work provided by the JBC Team during Construction will include the following:

- 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.
- JBC Team will provide four (4) 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 include the following:
    - Facilitate and attend a Pre-Construction Meeting
    - Regular site meetings with the Contractor
    - Final Punch Visit and Preparation of Punch List Document.

- Evaluate completion of building renovation improvements work for general compliance with the intent of the plans and specifications.
- Prepare field reports, memos, and letters to your office documenting progress meetings and on-site observations.
- Provide and coordinate all project close out documentation.

EXCLUSIONS/ADDITIONAL SERVICES

1. City Fees (Planning and Zoning, Site Plan Review, Building Plan Review or Permit Fees)
2. Planning and Zoning and/or Zoning Board of Adjustment process.

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3. Civil Engineering, Site Design, Site Surveys, Site Utilities, Parking and/or Storm Water Calculations.
4. Detailed Fire Sprinkler and Fire Alarm Design, if required, will be provided by design-build sub-contractor.
5. Soil Testing and/or Geotechnical Exploration/Engineering.
6. Detailed Cost Estimation, Construction Phasing, and/or Construction Scheduling.
7. Identification, protection, and/or removal of hazardous materials.
8. Design or detailing of building signage and/or graphic design.
9. Re-design services due to significant changes which occur after the start of Permit & Construction Documents. These would include significant changes in project scope, design or layout which require re-working documents that are already complete.

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, specifications, and/or construction plans of existing and/or ongoing facility projects.

FEES

Based on the complexity of the project, our experience on this site and the amount of documentation anticipated for the Holiday Park Maintenance Building Renovation, the JBC Team will provide the services described in the above proposal in accordance with the above scope of services for the Phased Fixed Fee totals shown below:

Design Development	**$ 5,960.00**
Construction Documentation	**$ 11,920.00**
Bidding and Construction Administration	**$ 7,630.00**
Estimated Reimbursable Expenses (Additional Scope)	**$ 400.00**
Estimated Reimbursable Expenses (Original Scope)	**$ 3,400.00**

- Reimbursable 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.
  - Printing costs for small scale representation (8.5"x11" or 11"x17") will be included in the fees listed above. Large format (24"x36") prints will be billed at cost in addition to fees listed above at $2.00/page.
  - Laboratory Testing Services

- Billing rates effective through 31 December 2021

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- 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.

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

- Provided timely reviews and approvals, JBC assumed the coordination of design review, production of construction documents can be completed between 5 and 7 weeks from 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,

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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

- 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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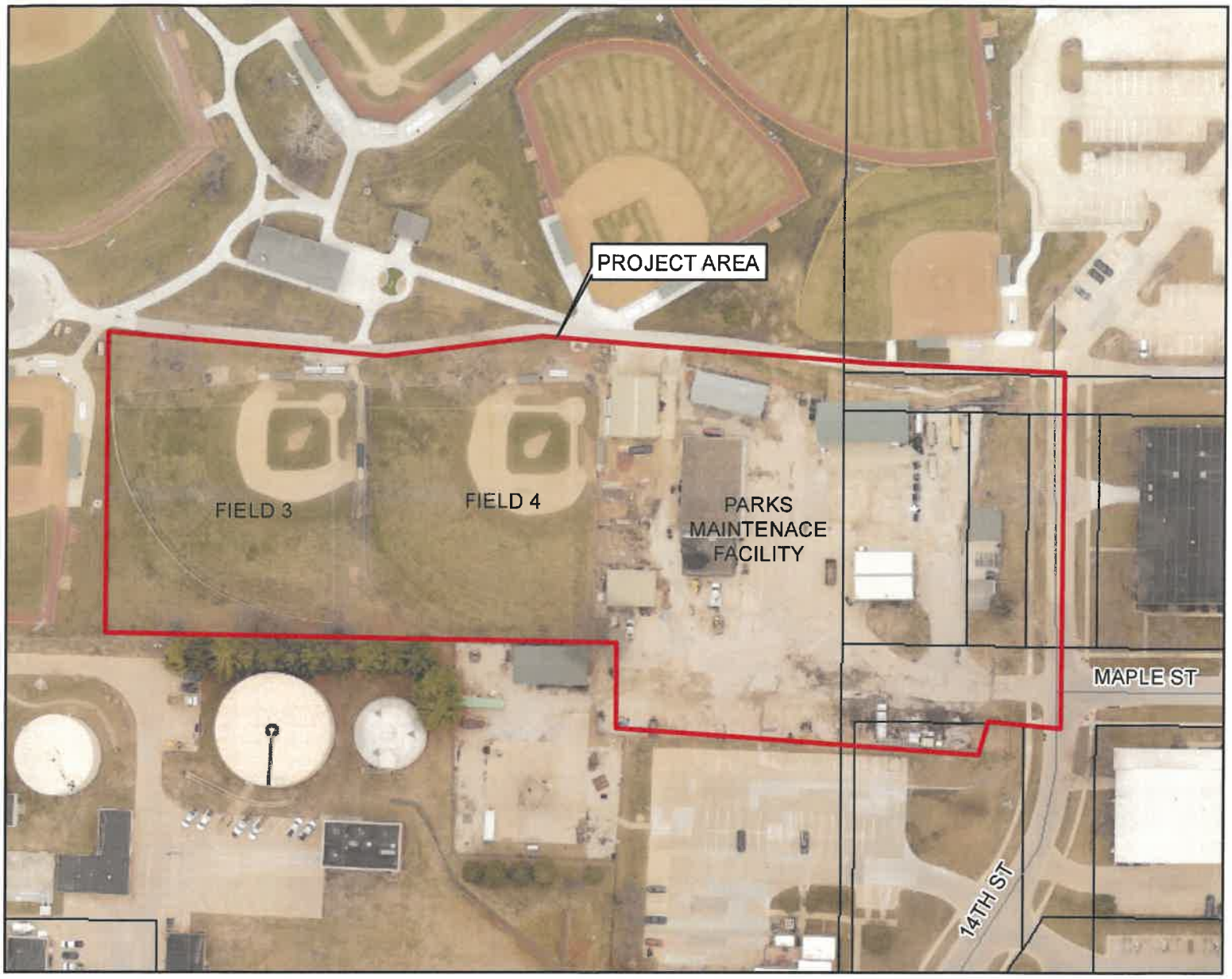

VICINITY MAP

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