City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MPW

FROM: Jack Wardell, Director of Parks and Recreation JW

DATE: August 2, 2018

SUBJECT: Memo to City Council – Amendment No. 1 to Professional Services Northwest Park – Pickleball Court Complex – 2018

Proposed Funding Source: F.Y. 19 – G.O. Bonds – Council Vote

- Letter of Agreement - Amended
- Resolution

As reviewed at the July 23, 2018 City Council meeting, the City of Carroll did not receive any bids for the Pickleball Complex Project. The contractors who attended the Pre-Bid meeting indicated they were unable to receive an asphalt bid.

FEH Design has provided a revised or amended Scope of Architectural Services Agreement that will change the design of the courts from asphalt to Post-Tension Concrete surface. If the agreement is approved the desire is to go out for bid and have the concrete surface completed this fall with the painting of the courts and completion of the project in the spring 2019.

SCOPE OF ARCHITECTURAL SERVICES:

A. The Scope of Architectural Services will be limited to the following:
   1. Schematic Design Phase: **(Already completed under original fee agreement - no additional fees required)**
      a. Existing Conditions:
         1. FEH DESIGN will perform one site visit to gather information of the existing site conditions.
            - Site information the city may have shall be provided to FEH such as site surveys indicating property lines, topography, and utilities if available.
            - Soil Boring information if available.
         2. FEH DESIGN will develop existing Site Plans.
      b. FEH DESIGN will develop concepts for Owner review.
      c. After Owner review of concepts, a final schematic Site Plan will be developed.

2. Design Development Phase: **(Already completed under original fee agreement - no additional fees required)**

a. Schematic Design is further developed.

b. FEH DESIGN will perform Code Search to determine compliance with current adopted city and state codes as well as ADA accessibility codes.

3. Construction Document Phase: (**Post Tension Concrete Slab - Additional Fee Required)**

a. Bidding/ Construction drawings are developed.

b. Detailing of specific design elements are generated. (**Structural Design and Detailing)**

c. Specifications of all construction materials and systems are generated and compiled to include bidding instructions, general conditions of the contract for construction, project close-out instructions, etc. **(Structural Specifications)**

d. Estimated cost of Construction will be developed.

4. Bidding and Negotiations Phase: **(Re-bid - Additional fees required)**

a. Conduct a Pre-bid meeting.

b. Issue addenda.

c. Assist the Owner in opening the bids.

d. Make recommendation to the Owner in regards to which bidder to contract with for the construction of this project. **(New Estimated cost of construction)**

e. Meeting with the Owner to finalize the Construction Documents and get approval to go out to bid.

5. Construction Administration Phase: (**Not done yet but added fees for Structural Engineering work to include: Shop Drawing Review, preparation of RFPs, review and respond to RFIs, and review and process O&M Manuals and Close-out Documentation)**

a. Review Shop Submittals.

b. Review Contractor Pay Applications.

c. Prepare RFPs. Review and respond to RFI's.

d. Review Architectural O&M Manuals and As Built Drawings.

e. Review and process Close-out Documentation.

f. Onsite observation will consist of a pre-con meeting, 4 site visits during construction, pre-final and final punch lists.

BASIS OF ARCHITECTURAL COMPENSATION:

FEH DESIGN purposes to perform the **amended** services stated above for a lump sum fee. Additional services can be provided, if authorized by the Owner, at an hourly rate. The hourly rate schedule attached to this document will be used to determine any additional fees.

Original Total Architectural Lump Sum Fee: $18,525.00

Additional Architectural and Structural Engineering Fees per phase:

Additional Construction Documentation Phase Services	**$5,900.00**
Additional Bidding and Negotiations Phase Services	**$2,520.00**
Additional Construction Administration Phase Services	**$ 880.00**
Total Additional Architectural and Structural Engineering Lump Sum Fee:	**$9,300.00**

Reimbursable expenses will be invoiced at cost plus 10%. Reimbursable expenses include: Printing, postage, building official plan review fees, etc.

RECOMMENDATION: For the Mayor and City Council consideration and approval of the Amended Letter of Agreement with FEH Design for the Northwest Park Pickleball Court Complex for the Additional Total Architectural Lump Sum Fee of $9,300.00.

RESOLUTION _____

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE SCOPE OF ARCHITECTURAL SERVICES WITH FEH DESIGN FOR NORTHWEST PARK PICKLEBALL COURT COMPLEX PROJECT – 2018

WHEREAS, the Amendment No. 1 to the Northwest Park Pickleball Court Complex Proposal has been prepared with FEH Design, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Amendment No. 1 to the Professional Services Proposal with FEH Associates, Inc. for the Northwest Park Pickleball Court Complex Proposal – 2018 is accepted.

BE IT RESOLVED that the Amendment No. 1 Contract for Professional Services with FEH Associates, Inc. for the Northwest Park Pickleball Court Complex Proposal – 2018 is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 6th day of August, 2018.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

August 1, 2018

Mr. Jack Wardell
Director of Parks & Recreation
City of Carroll
112 E. 5th Street
Carroll, Iowa 51401

Re: City Tennis Court Renovation **(Amendment)** – Northwest Park
Carroll, Iowa

I am pleased to submit this **amended** proposal for Design, Bidding and Negotiations, and Construction Administration Services for the renovation to the existing Tennis Courts located at Northwest Park. The proposed fees will be based on the design of a Post Tension Concrete slab over-layment of the existing Tennis Court slab and providing six new Pickleball Courts. An ADA accessibility sidewalk from the existing parking lot to the courts will be included as well.

SCOPE OF ARCHITECTURAL SERVICES:

A. The Scope of Architectural Services will be limited to the following:

1. Schematic Design Phase: **(Already completed under original fee agreement – no additional fees required)**
    a. Existing Conditions:
        1. FEH DESIGN will perform one site visit to gather information of the existing site conditions.
            - Site information the city may have shall be provided to FEH such as site surveys indicating property lines, topography, and utilities if available.
            - Soil Boring information if available.
        2. FEH DESIGN will develop existing Site Plans.
    b. FEH DESIGN will develop concepts for Owner review.
    c. After Owner review of concepts, a final schematic Site Plan will be developed.

2. Design Development Phase: **(Already completed under original fee agreement – no additional fees required)**
    a. Schematic Design is further developed.
    b. FEH DESIGN will perform Code Search to determine compliance with current adopted city and state codes as well as ADA accessibility codes.

3. Construction Document Phase: **(Post Tension Concrete Slab – Additional fees required)**
    a. Bidding/ Construction drawings are developed.
    b. Detailing of specific design elements are generated. **(Structural Design and Detailing)**
    c. Specifications of all construction materials and systems are generated and compiled to include bidding instructions, general conditions of the contract for construction, project close-out instructions, etc. **(Structural Specifications)**
    d. Estimated cost of Construction will be developed. **(New Estimated cost of Construction)**
    e. Meeting with the Owner to finalize the Construction Documents and get approval to go out for bid.

4. Bidding and Negotiations Phase: **(Re-bid – Additional fees required)**
    a. Conduct a Pre-bid meeting.
    b. Issue addenda.
    c. Assist the Owner in opening the bids.
    d. Make recommendation to the Owner in regards to which bidder to contract with for the construction of this project.

5. Construction Administration Phase: **(Not done yet but added fees for Structural Engineering work to include: Shop Drawing Review, preparation of RFPs, review and respond to RFIs, and review and process O&M Manuals and Close-out Documentation)**
    a. Review Shop Submittals.
    b. Review Contractor Pay Applications.
    c. Prepare RFPs. Review and respond to RFI's.
    d. Review Architectural O&M Manuals and As Built Drawings.
    e. Review and process Close-out Documentation.
    f. Onsite observation will consist of a pre-con meeting, 4 site visits during construction, pre-final and final punch lists.

BASIS OF ARCHITECTURAL AND STRUCTURAL ENGINEERING COMPENSATION:

FEH DESIGN purposes to perform the **amended** services stated above for a lump sum fee. Additional services can be provided, if authorized by the Owner, at an hourly rate. The hourly rate schedule attached to this document will be used to determine any additional fees.

Original Total Architectural Lump Sum Fee: $18,525.00

Additional Architectural and Structural Engineering Fees per phase:

Additional Construction Documentation Phase Services	**$5,900.00**
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Total Additional Architectural and Structural Engineering Lump Sum Fee:	**$9,300.00**

Reimbursable expenses will be invoiced at cost plus 10%. Reimbursable expenses include: Printing, postage, building official plan review fees, etc.

Claims for Consequential Damages

The Owner hereby expressly reserves the right to claim consequential damages against the Architect for claims, disputes or other matters in question arising out of or relating to the subject matter of this Agreement, provided that the total amount paid under any such claim by the Architect shall be limited to the amount of the Architect's fixed fee.

Insurance Provisions

The Architect agrees to maintain professional liability insurance in the amount of $1,000,000 aggregate with a deductible not to exceed $100,000 throughout the duration of this Agreement.

Architect shall purchase and maintain throughout the duration of this Agreement, Worker's Compensation Insurance and Employers Liability Insurance to cover all employees engaged in services under the Agreement with a Company and in form satisfactory to Owner in the Maximum statutory liability amount to cover all employees engaged in work on the Project.

Architect shall purchase and maintain throughout the duration of this Agreement, Public Liability insurance with a company and in form satisfactory to Owner in the amount of $1,000,000 for each occurrence, naming Owner as additional insured if acceptable to the insurance company. Said policies shall include contractual liability coverage and comprehensive automobile liability covering all owned, hired and non-owned vehicles.

Each of the insurance policies described above shall provide that insurance may not be cancelled or non-renewed without thirty days (30) prior written notice to Owner.

Architect shall provide Owner with evidence of the above insurance prior to execution of this Agreement if requested. At Owner's request, Architect shall provide Owner with full copies of the insurance policies.

Indemnification Provisions

Architect agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Owner, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Owner Parties") against and from all damages, claims, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by the negligent performance of professional services under this Agreement by Architect or the sub-consultants of Architect, or anyone for whom either is responsible.

Owner agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Architect, its parent, subsidiary and affiliated companies, if any, and the officers, directors, agents and employees of any of them (collectively the "Architect Parties") against and from all damages, claims, liabilities and costs, including reasonable attorneys' fees and defense costs of a third party or parties, to the extent caused by Owner's negligent acts or anyone for whom Owner is responsible.

Authorization:

Thank you for giving us the opportunity to submit this proposal for the Design through Construction Administration fees for the Renovation of the existing Tennis Courts located at Northwest Park. Should you find our proposal acceptable, please sign this copy and return it to my attention.

If you have any questions, please call me.

Sincerely,

FEH DESIGN:

Ronald G. Speckmann

Ron Speckmann, AIA
Principal/ Project Architect

City of Carroll, Iowa

Eric Jensen
Mayor