

ITEM # 46b
DATE: 1-14-20

COUNCIL ACTION FORM

**SUBJECT: AWARD OF CONTRACT FOR CIVIL ENGINEERING SERVICES
FOR PROPERTY LOCATED AT 321 STATE AVE**

BACKGROUND:

City Council directed staff to proceed with planning for the development of affordable single-family and multi-family housing at its December 17th meeting. One of the key steps in this process is to hire a consulting civil engineer to prepare a preliminary and final subdivision plat and improvements plans related to development of single-family housing. Future development of multi-family housing on a portion of the site would occur through a partnership with a low-income housing developer and is not a primary component of hiring a civil engineer at this time. **The civil engineering services for platting are envisioned to take eight months to complete at a cost of \$49,600. The City Council has budgeted \$50,000 from Community Development Block Grant funds for this project.**

When hiring an engineering firm using federal dollars, HUD requires utilizing a two-envelope request for qualifications process. As part of this process, the evaluation team determines which firm is the most qualified to perform the work, this includes an initial review of the proposals submitted, clarifications of the proposals, if necessary, and an interview of one or more of the firms. Once the most qualified firm is selected, the City opens their sealed fee proposal only and negotiates a contract.

In October, staff developed and solicited a Request for Qualifications (RFQ) to 30 firms for their interest in assisting the City of Ames in preparing subdivision plans for development of an approximate 10-acre parcel of land located at 321 State Avenue as a mixed-income housing subdivision. The RFQ was advertised on the Current Bid Opportunities section of the Purchasing webpage. Three responses were received. An evaluation team comprised of City staff members (representing the Planning and Housing and Public Works Departments) ranked the three proposals using an evaluation matrix identified in the RFQ.

Each proposal was evaluated based on a combination of project understanding and approach; past performance with the City and other local, state, or federal government agencies within Iowa; qualifications of design team; organization and clarity of the proposal; and proposed timeline. The next step in the process involved interviews with the evaluation team and the three firms. All three firms were asked to provide a brief presentation demonstrating their understanding of the scope of services. They were also asked to demonstrate their experience as it relates to housing developments, subdivision construction, as well as their experience with communities, cities, and neighborhoods as it relates to residential subdivision development.

The scores for each criterion used a scale of 1 to 5 and then assigned a corresponding weight factor. The maximum possible score, combining all four evaluators, for both the initial proposal and the interview was 4,000 points.

The combined scores of the written proposals and interviews resulted in the following ranking:

Firm	Rank
Civil Design Advantage, LLC, Grimes, IA	2975
Bolton & Menk, Ames, IA	2813
Clapsaddle Garber Associates, Inc., Ames, IA	2700

After completing the scoring process, Civil Design Advantage received the highest ratings and was selected as the most qualified firm. The Civil Design Advantage proposal provided a number of bold options for the City to consider that had worked well for them in the past with a variety of housing developers. The proposal includes working with staff to generate site layout concepts for City Council selection and includes a meeting with the neighborhood to discuss the proposed subdivision. The team has extensive experience with residential subdivision in other Iowa cities. The Civil Design Advantage fee proposal is \$49,600.

The scope of work includes a number of steps throughout the development process. A summary of the primary tasks and major deliverables are described in the following table. Each task is defined in greater detail within the scope of work.

No. 1: Kick Off Meeting	\$ 1,200
No. 2: Boundary Verification	\$ 750
No. 3: Design Meetings	\$ 1,800
No. 4: Development Concept Preparation	\$ 2,800
No. 5: Preliminary Plat (Entire Property)	\$ 9,750
No. 6: Storm Water Management Plan	\$ 2,450
No. 7: Preliminary Public Improvement Plans	\$10,750
No. 8: Final Public Improvement Plans	\$ 5,750
No. 9: SWPP and Grading Permit	\$ 2,100
No. 10: Bid Process Assistance	\$ 1,200
No. 11: Pre-Construction Meeting	\$ 1,100
No. 12: Final Plat (Entire Property)	\$ 8,500
Estimated Expenses	<u>\$ 1,500</u>
TOTAL	\$49,600

With the proposed scope of services, the start of construction of affordable single-family housing can occur in 2020. CDA will prepare development concepts for the site during January and February, with the intent of having City Council select a preferred single-family lot layout before March. Once the lot layout has been selected, CDA can begin to prepare the actual preliminary plat and other associated documents for approval by the City and then complete the improvement plans and final plat documents. The City would potentially be able to have a bid package for the public improvements as early as April and award a contract in June 2020. This would allow for construction to begin in late summer and to have a select number of buildable lots available prior to the end of 2020. Attached is a copy of the contract that has been reviewed by the City Attorney's Office.

ALTERNATIVES:

1. Approve the award of contract with Civil Design Advantage, LLC of Grimes, IA for a Civil Engineering Services for the property located at 321 State Ave in the amount of \$49,600.
2. Direct staff to negotiate a contract for Civil Engineering Services for the property located at 321 State Ave with one of the other firms that submitted a proposal to the City.
3. Do not award contract.

CITY MANAGER'S RECOMMENDED ACTION:

The three firms had varied levels of experience and provided different strategies for creating subdivisions on the property consistent with the RFQ. After evaluating the scope of services and experience of each firm, interviewing the firms, Civil Design Advantage, LLC of Grimes, IA, was identified as the most qualified firm to complete the desired work for the City.

The proposed Civil Design Advantage scope of work is consistent with development of the property that would allow the City to work towards its goal of beginning construction of affordable housing in 2020. The proposed approach work by CDA does not address multi-family development, but in conversation with CDA they understand that the scope and the scale of the single-family development may need to be revised for the project. The overall approach and schedule will not be negatively impacted by reserving area for multi-family housing while moving forward on the affordable single-family housing component of the project.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby approving the contract with Civil Design Advantage, LLC of Grimes, IA for a Civil Engineering Services for the property located at 321 State Ave in the amount of \$49,600.

**CONTRACT FOR
PROFESSIONAL SERVICES FOR CIVIL ENGINEERING SERVICES FOR PROPERTY LOCATED AT 321 STATE
AVENUE
FOR CITY OF AMES PLANNING AND HOUSING DEPARTMENT**

THIS AGREEMENT, made and entered into effective the 14th day of January, 2020, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and Civil Design Advantage, LLC (a limited liability corporation, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, per Request for Proposal 2020-047 Professional Services for Civil Engineering Services for the Property Located at 321 State Avenue for City of Ames attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

**III
METHOD OF PAYMENT**

A. Payments shall be made by the City of Ames in accordance with the following task schedule:

Task	Total Amount
a. No. 1: Project Kick-off Meeting	\$ 1,200
b. No. 2: Design Meetings	\$ 1,800
c. No. 3: Boundary Verification	\$ 750
d. No. 4: Development Concept Preparation	\$ 2,800
e. No. 5: Preliminary Plat (Entire Property)	\$ 9,750
f. No. 6: Storm Water Management Plan	\$ 2,400

g.	No. 7: Preliminary Public Improvement Plans	\$10,750
h.	No. 8: Final Public Improvement Plans	\$ 5,750
i.	No. 9: SWPPP and Grading Permit	\$ 2,100
j.	No. 10: Bid Process Assistance	\$ 1,200
k.	No. 11: Pre-Construction Meeting	\$ 1,100
l.	No. 12: Final Plat (Entire Property)	\$ 8,500
m.	Estimated Expenses	\$ 1,500

Above fees assume the project is designed in Winter/Spring 2020, bid in Summer 2020 and constructed in 2020.

The maximum total amount payable by the City of Ames under this Agreement is \$49,600 and no greater amount shall be paid without written amendment.

B. Payment will be made upon completion of the work and acceptance by the City of Ames. Provider shall submit an invoice upon completion of the work. The invoice shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames, Finance Dept. – Accounts Payable, PO Box 811, Ames, IA 50010

IV

FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V

INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager detailed in the Request for Proposal.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at

any time.

D. Provider shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

F. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

VI

PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

VII

TERMINATION

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

VIII

INDEPENDENT CONTRACTOR STATUS

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

IX

LAWS

This contract is governed by the law of the State of Iowa with venue in the appropriate state and/or federal court for Story County.

X

ASSIGNMENT

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

XI

AFFIRMATIVE ACTION

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XII
DURATION**

This Agreement shall be in full force and effect from and after January 14, 2020 until completion of the Work, or, until terminated by the City of Ames, Iowa.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

By _____
Gary L. Reed, Owner

Attest by: _____
Diane R. Voss, City Clerk

EXHIBIT A
PROFESSIONAL SERVICES FOR CIVIL ENGINEERING SERVICES FOR PROPERTY LOCATED AT 321 STATE AVENUE

Scope of Work

Task 1 - Project Kick-Off Meeting

Civil Design Advantage (CDA) will facilitate a project kick-off meeting with the goal being to further understand and clarify Ames' project expectations and goals. Items and issues to be discussed will include development options, housing product type and mix, site opportunities and constraints, phasing, project timeline, and local, state, and federal guidelines.

Task 2 - Boundary Verification

CDA understands that the City will provide a full topographic survey and boundary points and the Tripp Street construction as-built drawings. However, CDA will visit the site to verify utility and boundary monuments.

Task 3- Design Meetings

CDA anticipates attending four (4) design meetings during the course of the design development which includes attendance at neighborhood meetings.

Task 4 – Development Concept Preparation

Based on the discussion at the kick-off meeting, CDA will prepare a development concept. The concept will illustrate horizontal road alignment, lot sizes and configuration, possible stormwater detention areas, and potential phasing options. CDA will meet to review the concept with City Staff for review and comment. Based on comments received, CDA will refine the concept for presentation to the Development Review Committee for Sketch Plan review. A CDA representative will assist City Staff in presenting the concept at that meeting. Following this meeting, CDA will begin preparation of the Preliminary Plat.

Task 5 – Preliminary Plat

CDA will prepare one preliminary plat for the entire development for submittal to the City for approval. The preliminary plat shall generally show lot configurations, street alignments, utility corridors, existing/proposed grades, and other information required by the jurisdiction. At least one CDA representative shall be present at the Planning & Zoning and City Council meetings for approval of the preliminary plat document. A Preliminary Opinion of Probable Costs will be prepared at this time.

Task 6 – Storm Water Management Plan

A Storm Water Management Plan, including storm water calculations, will be prepared in conjunction with the Site Plan drawings and submitted along with the Site Plan submittal package to the City. This proposal includes storm water quality treatment calculations and design and assumes the project will incorporate a bioretention basin (or other) for water quality treatment. CDA assumes that adjacent public storm sewers exist and are sized adequately and deep enough to accept the storm sewer discharge from the site. CDA does not anticipate establishment of separate outfalls for storm drainage.

Task 7 – Preliminary Public Improvement Plans

CDA shall prepare preliminary Public Improvement Plans for the entire site for the construction of improvements according to SUDAS standards and City of Ames Supplemental Specifications. Public Improvement Plans shall include a title sheet, details, project quantities, estimate reference information, typical sections, grading plan, erosion and sediment control plan, utility plan & profile (sanitary sewer, water, and storm sewer), street plan & profile and intersection details, including sidewalks and ADA compliant pedestrian ramps. CDA will submit the preliminary plans to the City for review.

Task 8 – Final Public Improvement Plans

Once preliminary plan comments are received from the City, CDA will proceed with final Public Improvement Plans preparation. The plans will be for the entire property, although construction may be done in phases. Final Public Improvement Plans and specifications will be certified and be submitted (hard and electronic copies) to the City. At least one CDA representative shall be present at the City Council meeting for approval of the documents. The preparation and submittal of IDNR water and sanitary sewer permits shall be included.

Task 9 – SWPPP and Grading Permit

CDA will prepare an initial Storm Water Pollution Prevention Plan (SWPPP) for submittal to the City of Ames and for use during construction. The fee quoted is for a one-time preparation of the SWPPP document (prior to construction). The City will be responsible for monitoring the site and keeping the SWPPP current throughout each phase of construction. CDA will also prepare and publish a “Notice of Intent” in one area newspaper and prepare an Iowa Department of Natural Resources (IDNR) National Pollution Discharge Elimination Service (NPDES) “Notice of Intent” for the City to sign and submit to the Iowa DNR. Included within this task will also be the preparation of the local jurisdiction’s grading permit to be signed by the City which will be submitted with the SWPPP. CDA is not responsible for keeping the SWPPP updated throughout construction or for distribution of the plan to contractors. It will be the duty of the City to see that all contractors receive a copy of the SWPPP and sign the certification statements. It is also the duty of the City to periodically update the SWPPP throughout construction to meet all EPA, IDNR and local governmental agency’s requirements.

Task 10 – Bid Process Assistance

CDA will provide assistance during the bidding of the project, including answering contractor questions and preparation of addenda if necessary, and attending a Contractor Pre-Bid Meeting.

Task 11 – Pre-Construction Meeting

CDA will attend one pre-construction meeting with City Staff, Contractors, Subcontractors, Utility Representatives, and other entities prior to the commencement of construction. CDA will draft meeting minutes and transmit to attendees.

Task 12 – Final Plat

CDA shall prepare one final plat for the entire site. The Final Plat will be prepared in accordance with industry standards and will be suitable for recordation at the county courthouse. The final plat will include known existing and proposed easements related to the site and will include written legal descriptions for proposed easements if required by the City. After recording of the Final Plat, CDA will set necessary property monuments. CDA shall attend the Planning & Zoning Commission and City Council meetings associated with

the Final Plat. It shall be the City's responsibility to record the final plat and associated documents with the county.

Additional Services

CDA understands that contractual Engineering Services will be generally concluded once the pre-construction meeting has been held, but that the City may require additional services during the construction phase of the project. If so, a separate price/fee proposal will be submitted for those services.

Schedule

Per revised project development schedule dated January 3, 2020 found on the following page.

