

COUNCIL ACTION FORM

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH RDG/
RUDI LEE DREYER FOR HUMAN SERVICES CAMPUS FEASIBILITY
STUDY**

BACKGROUND:

During the Human Services Campus update which the City Council received on February 1, it was mentioned that staff would be bringing a contract for professional services to the Council on the February 12 agenda. As you may recall, the only bid received for professional services to assist with the original campus feasibility study came from RDG Rudi Lee Dreyer. Staff has worked with Bill Dreyer of that firm to put together a proposal for services to take the feasibility study to the next level, specifically the analysis of the suitability of the Evangelical Free Church as a site for a campus.

Major aspects of the contract will include:

- Meeting with City staff to develop code analysis and site utilization plans.
- Providing a general condition assessment of the Church structure
- Verifying agencies' needs and preparation of space assignment options
- Developing pre-design opinions of construction costs (for fundraising basis)
- Preparing Site Development Plan and Architectural Elevations necessary for Special Use Permit Application
- Assisting with meetings with neighbors and interested members of the public.
- Preparing final report

RDG Rudi Lee Dreyer has proposed a lump sum cost of \$30,000 for this work. Staff feels that based on the amount of time required for all of the tasks, and the rather aggressive schedule planned for this work, this is a fair proposal.

Funding for this contract would be available from either the Local Option Sales Tax Fund balance, or the Hotel/Motel Tax Fund balance.

ALTERNATIVES:

1. The City Council can approve the attached contract for professional services with RDG/Rudi Lee Dreyer for the continued feasibility study of a human services campus, at a cost not to exceed \$30,000 from the Local Option Sales Tax Fund balance.
2. The City Council can choose to reject a contract with RDG and ask staff to explore other options for professional services.
3. The City Council can decide to no longer pursue this human services campus concept.

MANAGER'S RECOMMENDED ACTION:

The City staff has attempted to keep the City Council abreast of this project as it has developed over the past months. To date, the City has invested \$18,270 from the Local Option Sale Tax Fund for the Facility Needs-Story County Human Services Campus Study. If you hope to proceed any further with the concept of a human service campus, additional up-front funding is needed at this time. It is important to note that the only other City funds that are currently contemplated for this project are the CDBG program funds from FY 2007-08 and FY 2008-09.

Assuming the City Council remains interested in exploring the feasibility of a joint human services campus, it is the recommendation of the City Manager that the City Council adopt Alternative #1, and approve the attached professional services contract with RDG Rudi Lee Dreyer, at a cost not to exceed \$30,000, for continued study of the feasibility of a human services campus. This alternative will also authorize the approval of funding for this study from the Local Option Sales Tax Fund balance.

RDG Rudi Lee Dreyer has provided excellent support for this feasibility study to this point and has a very complete and cost-effective proposal for services to analyze the preferred location. The assistance in preparing documents for both public discussions and the Special Use Permit will be vital in determining whether the Evangelical Free Church is a viable location for a human services campus and whether funding can be raised.

**CONTRACT FOR
PROFESSIONAL SERVICES FOR
HUMAN SERVICES CAMPUS FEASIBILITY STUDY
FOR CITY OF AMES CITY MANAGER'S DEPARTMENT**

THIS AGREEMENT, made and entered into effective the 12th day of February 2008, 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 RDG IA, Inc., d/b/a RDG Rudi Lee Dreyer (a Code 490 Domestic Profit 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 Fee Proposal – Human Services Campus Feasibility Study dated January 28, 2008, 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. The maximum total amount payable by the City of Ames under this Agreement is \$30,000.00 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.

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. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. 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.

E. 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 Story County District Court.

X ASSIGNMENT

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

**XI
AFFIRMATIVE ACTION**

If requested by the City, the 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 February 12, 2008, 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

RDG Rudi Lee Dreyer

By: _____
Ann H. Campbell, Mayor

By _____
William H. Dreyer, AIA, Principal

Attest by: _____

Doc: U/Is: 2007-2008 RDG- Prof. Svc Human Svc Campus Feasibility Study

ATTEST
BY 
DOUGLAS R. JOHNSON
CITY ATTORNEY

January 28, 2008

Ms. Sheila Lundt
Assistant City Manager
City of Ames
515 Clark Avenue
Ames, IA 50010

Re: Fee Proposal – Human Services Campus Feasibility Study

Dear Sheila,

We are pleased to forward a lump sum proposal of \$30,000.00 to provide a feasibility study to investigate the occupancy of a Social Services Campus located on the existing Ames Evangelical Free Church site at 2008 24th St., Ames, Iowa.

Based on our conversations to date, I understand the scope of services to include the following:

1. Convert existing PDF drawings into AutoCAD DWG Drawings for site plan, floor plan(s), and two building sections for study background drawings.
2. Meet with City Staff and develop a pre-design building code analysis.
3. Meet with City Staff and develop a site utilization/zoning site analysis and assess utility services.
4. Provide a general building condition assessment.
5. Meet with participating agencies (nine) to verify current program needs and location requirements.
6. Develop an array (3–4) of schematic block diagrams for consideration, arriving at a recommended concept if possible. Review options with agencies.
7. Develop a pre-design square foot opinion of construction cost based on the recommended concept, or a comparative cost summary if options remain open.
8. Assist in the development of a project schedule.
9. Assist the City with Special Use Permit procedures.
10. Assist the city with neighborhood association presentations.
11. Provide a bound, written/graphic report summary.
12. Provide two (2) public presentations of findings.

Deliverables include the following:

1. One (1) bound copy of report summary.
2. One CD copy of report summary for Owner use.

Reimbursables are included in the proposal.

Multiple copies of materials for external reviews and presentation purposes shall be provided by the Owner.

Preliminary Schedule: We propose to begin the work immediately upon the acceptance of the proposal. Estimated duration of the study is approximately two months – to be reasonably adjusted to accommodate the schedule of staff, council, participating agencies and other participants with input from the Assistant City Manager.

This proposal does not include Environmental Engineering of the site or building, nor does it include an economic pro-forma of the proposed use.

Building utilization plans shall be general in nature, to determine required area and assess suitability of the area, but detailed floor plans are not included.

Thank you for the opportunity to present this proposal for your consideration. If you have any questions or suggestions, please give me a call.

Sincerely,

William H. Dreyer, AIA

