

COUNCIL ACTION FORM

SUBJECT: AWARD OF BID AND CONTRACT FOR ENGINEERING AND DESIGN SERVICES FOR THE EMMA MCCARTHY LEE PARK BRIDGE REPLACEMENT PROJECT

BACKGROUND:

Since the early 1990's, there has been a pedestrian bridge in Emma McCarthy Lee Park spanning Clear Creek, connecting the park to the Oakland Access Trail. On June 14, 2018, the bridge was destroyed due to a flash flood caused by a large amount of rain that fell in the Ames area. City Council allocated \$260,000 as part of the FY 2019/20 Capital Improvements Program (CIP) to replace the bridge. Staff has been working with the Federal Emergency Management Association (FEMA) to obtain disaster assistance funds to replace the bridge. After the project has been completed the City will be reimbursed approximately \$32,000, the value of the bridge prior to it being destroyed by the flood. Initial cost estimates for engineering and construction are between \$180,000 and \$230,000.

Bridge location shown below:



Proposed bridge designs will be similar to the bridges already in the parks, shown below.



A Request for Qualifications (RFQ), which included developing a design, completing plans and specifications, and providing construction administration services, was distributed to engineering firms. Four proposals were received and evaluated in regards to project understanding, quality of previous relevant work, past experience working with the City of Ames, as well as experience working with the Iowa Department of Natural Resources (DNR), U.S. Army Corps of Engineers, and FEMA. Since this project will be receiving federal funds, the federal government requires the engineering and design services to be awarded based solely on the proposal, excluding cost. The cost for each proposal was submitted in a sealed envelope and the only envelope opened was the one associated with the highest scored proposal. The envelopes containing the costs of the other firms were not opened.

The four consulting firms that submitted proposals are shown below in order of how they were scored with 1 being the highest:

1. WHKS & Co, Ames, Iowa.
2. JEO Consulting Group, Inc, Ankeny, Iowa
3. Snyder & Associates, Ankeny, Iowa
4. Bolton & Menk, Ames, Iowa

Based on the review of the proposals by the scoring committee, WHKS and Co., Ames, Iowa, scored the highest and the cost of their proposal is \$51,900. The goal of the project is to have the bridge completed by September 1, 2020. Attachment A is the proposed contract with WHKS which has been reviewed and approved by the City Attorney.

ALTERNATIVES:

1. Award the bid for design services for the Emma McCarthy Lee Park Bridge Replacement Project to WHKS & Co., Ames, Iowa, in the amount of \$51,900 as well as approve the contract for services.
2. Reject the bid from WHKS and negotiate a design contract with the next highest rated firm.

MANAGER'S RECOMMENDED ACTION:

Replacing the bridge is a priority for the City and for the residents that use the trail system to connect their place of residence to Iowa State University and other portions of the community. The approved FY 2019/20 CIP includes \$260,000 for the bridge replacement. FEMA will be reimbursing the City approximately \$32,000, the value of the bridge that was destroyed, bringing total available funds to \$292,000.

Therefore, it is the recommendation of the City Manager that City Council adopt Alternative No. 1, thereby awarding the bid for engineering and design services for the Emma McCarthy Lee Park Bridge Replacement Project to WHKS & Co., Ames, Iowa, in the amount of \$51,900 as well as approving the contract for services.

**CONTRACT FOR
ENGINEERING & DESIGN SERVICES FOR THE EMMA MCCARTHY LEE PARK BRIDGE PROJECT
FOR THE CITY OF AMES PARKS AND RECREATION DEPARTMENT**

THIS AGREEMENT, made and entered into effective the 10th of December, 2019, 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 WHKS & Co., Inc. (a 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, Scope of Work, and Professional Services for Request for Qualifications 2020-22: Emma McCarthy Lee Park Bridge Project for the 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: Design and Engineering Services	\$36,900
b. No. 2: Preconstruction Services	\$ 2,400
c. No. 3: Construction Administration	\$10,200
d. No. 4: Post Construction Services	\$ 2,400

Assumptions:

1. Provider has allotted 80 hours of Construction Administration of onsite construction observation (half time 4 weeks). Additional observation services can be provided at a rate of \$80/hour.
2. It is assumed that no environmental, historical or archeological studies will be needed. The Provider will submit a joint permit application to the Iowa DNR and Army Corps of Engineers. The Provider does not anticipate additional reviews to be requested by these agencies, any reviews that are requested will be discussed with the City of Ames and additional services will be negotiated to complete these.

3. Design and Engineering services include geotechnical services by Allender Butzke Engineers Inc.

The maximum total amount payable by the City of Ames under this Agreement is \$51,900 and no greater amount shall be paid without written amendment, however If the lowest responsive, responsible bid exceeds the budget construction cost, the COA may choose to revise the project scope and/or quality as required to reduce the projected construction costs. If COA chooses to proceed in this manner, the COA shall be responsible for additional fees (to be charged time and material) not to exceed \$5,190 associated with modifying the design, printing and issuing the bid documents as necessary to obtain new bids.

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 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. 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. Subcontractor shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, employees from and against all 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 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**

The Provider agrees to keep confidential and not to disclose to any person or entity, other than the Provider's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the Provider or furnished to the Provider and marked CONFIDENTIAL by the City. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the Provider from giving notices required by law or complying with an order to provide information for data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the consultant to defend itself from any legal action or claim.

**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**

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
NOTICES**

All notices under this Agreement shall be in writing and shall be deemed to have been served: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt or (iii) if sent by Regular Mail, within seventy-two (72) hours after notice has been deposited in the United States Post Office, postage paid. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other party.

IF TO CITY OF AMES:

City of Ames
Director of Parks and Recreation
515 Clark Ave
PO Box 811
Ames, Iowa 50010

IF TO WHKS & CO:

WHKS & CO.
c/o Derek Thomas
1421 S. Bell Ave
Ames, Iowa 50010

XIII

DURATION

This Agreement shall be in full force and effect from and after December 10, 2019 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: _____

By _____

Attest by: _____

Printed Name and Title

EXHIBIT A
PROFESSIONAL SERVICES FOR ENGINEERING AND DESIGN SERVICES FOR
EMMA MCCARTHY LEE PARK BRIDGE PROJECT
CITY OF AMES, IOWA
REQUEST FOR QUALIFICATIONS NO. 2020-022
SCOPE OF SERVICES

SECTION I: PROJECT REQUIREMENTS:

WHKS & Co. will provide Engineering and Design Services for completion of the design, plans, specifications and construction administration services for the addition of a prefabricated steel truss pedestrian bridge with 10,000 lb. vehicle load capacity to span Clear Creek in Emma McCarthy Lee Park, 3400 Ross Rd., Ames, Iowa. This project involves presenting bridge options to get pedestrians and service vehicles from Emma McCarthy Lee Park across Clear Creek to connect with the Oakland Access trail, working with federal, state and local authorities to ensure the bridge meets regulations of all entities, and provide final designs and specifications.

SECTION II: SCOPE OF SERVICES:

Provide Design Services:

- Facilitate project kickoff meeting to understand COA expectations for the project including, but not limited to, providing bridge options, required permits, accessibility, site constraints, local, state, and federal guidelines and project timeline.
- Perform site topographical surveys
 - Topographical surveys to include hydraulic cross sections to be taken upstream and downstream of the bridge.
- Prepare site plan showing bridge location and trail connections
- Perform hydrologic and hydraulic analysis to evaluate the proposed bridge options and final resilient design in accordance with all federal, state, and local flood-plain permit requirements.
- Analyze drainage area and hydrologic characteristics for resilient bridge design.
- Determine the final bridge length sizing based on the results of the hydraulic analysis and meeting Iowa DNR requirements for freeboard and backwater.
- Evaluate need for channel shaping, berm slope stabilization, and inlet/outlet erosion controls.
- Prepare and submit Joint Permit Application, including the bridge type, size, no rise certificate, and location drawing preliminary plans to Iowa DNR, U.S. Army Corps of Engineers and Iowa Homeland Security.
- Prepare preliminary and final designs and specifications per Chapter 26 of Iowa Code that demonstrates the character and scope of work to be performed by contractors on the project. Plans will follow Iowa Department of Transportation (IDOT) and/or SUDAS standards.
- Schedule, invite potential qualified contractors and host pre-bid meeting.

- Furnish copies of the plans and specifications, (signed/certified hard copies and electronic signed/certified copies), and other contract documents as required
- Support City staff in answering questions from contractor during the bidding process.
- Prepare details for any Addendum, if determined to be necessary, during the bidding process.
- Meet with staff as required for the project
- Present to the Development Review Committee (DRC)

Provide Construction Administration Services

- Preconstruction Services
 - Scheduling of the preconstruction meeting, sending invitations, and providing meeting materials.
 - Obtain and review the project construction schedules from the contractor(s) prior to presentation at the preconstruction meeting. The COA should be provided copies of all construction schedules.
 - Conduct the preconstruction meeting, prepare a detailed record of the meeting and submit to the COA and all participants.
 - Provide contractor with a list of required submittals.
 - Provide contractor with additional copies of construction documents as needed.
- Construction Administration
 - Provide resident project observation services during the construction of the project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record or visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job site safety.
 - Provide interpretation of plans and specifications as requested.
 - Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
 - Review all periodic and final pay requests with COA staff and provide an explanation of variation between contract and final quantities. Coordinate contractor approval and signature and submit to the COA for approval.
 - Present all Change Orders and Field Orders to designated COA staff for approval prior to processing.
 - Coordinate and meet with COA staff for consultation and advice during construction to include conducting construction progress meetings.
 - Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work.

- Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by Subconsultants and Contractor.
- Post Construction Services
 - The Consultant will schedule and conduct a final inspection with the COA and contractor to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.
 - Consultant will prepare a punch list including the deficient items and get COA approval and will forward to the Contractor requiring correction of the items and request a schedule for completion.
 - After punch list items have been completed to the satisfaction of the COA, the Consultant will prepare a Certification of Project Completion for the project
 - Consultant shall coordinate with Contractor to provide record documents for the project, because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Outcomes

- Prepare a construction cost opinion and value engineering services at the conclusion of design development and 95% construction document phases.
- Tentative Project Schedule:

Milestone	Dates
Notice to Proceed from City	December 11, 2019
Meet w/Parks & Recreation Staff to review project expectations, bridge design options, etc.	Week of December 15, 2019
Submit Check Plans to City	January 24, 2020
Submit Final Plans & Specifications to City	February 28, 2020
City Council Approve Plans & Specifications	March 10, 2020
Bid Opening	April 7, 2020
City Council Award of Contract	April 14, 2020
City Council Approve Contract & Bonds,	April 28, 2020
Begin Construction	April 29, 2020
Project Completion	September 1, 2020

COA to Provide

- COA is responsible for all bidding, receiving and opening of bids, and advertisements.

SECTION III: TERMS:

Non-compensated Services:

- If the cost opinion exceeds the budgeted construction cost, the COA may choose to revise the project scope and/or quality as required to reduce the overall cost. If COA chooses to proceed in this manner, the Firm shall be responsible for all costs associated with modifying the design.
- If the lowest responsive, responsible bid exceeds the budget construction cost, the COA may choose to revise the project scope and/or quality as required to reduce the projected construction costs. If COA chooses to proceed in this manner, the COA shall be responsible for additional fees (to be charged time and material) not to exceed \$5,190 associated with modifying the design, printing and issuing the bid documents as necessary to obtain new bids.
- Services required to correct errors, omissions, or deficiencies by the Firm or other subconsultants that become apparent during construction or after completion of the project.
- The accounting records of the Firm and its Professional Consultants shall distinguish those services from all other services provided.

Ownership of Materials:

- All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS & Co.
- COA shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with COA's use of the completed project. The plans and specifications shall not be used by COA or by others on other similar projects except by agreement in writing by WHKS & Co.

Change Orders:

- The contract may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions of the work only by written change order fully executed by COA and WHKS & Co.
- If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the offer; if such prices are not submitted or are not applicable, then by mutual agreement between the WHKS & Co. and COA. WHKS & Co. shall provide documentation and analysis of costs relating to any increase in sufficient detail as may be requested by the COA.
- The WHKS & Co. shall not be entitled to a change in the contract price, terms or conditions, or an extension of the contract times with respect to any work performed that is not required by the contract documents as amended, modified, or supplemented as provided herein.

END OF SECTION