

COUNCIL ACTION FORM

SUBJECT: **AWARD OF CONTRACT FOR DOWNTOWN PLAZA DESIGN
AND CONSTRUCTION MANAGEMENT**

BACKGROUND:

The City Council initially discussed features and amenities for a new Downtown Plaza at its November 24, 2020 meeting as it relates to the City Council Goal to “*begin construction of downtown community space in 2021.*”

Subsequently, on December 8, the City Council directed staff to proceed with preparing a conceptual design for a plaza at the site located east of City Hall known as Parking Lot N (Attachment A and B). The City hired Confluence, Inc (Confluence) to help create concepts for the Lot N site that addresses the goals for the project as a new amenity and attraction to Downtown. The scope of work included an outline of the City Council’s ideas for features to include in the concept. Confluence worked with the City’s team to address these City Council interests and refine a concept for public comment.

The following ideas were given to Confluence to inform the conceptual design of the plaza.

1. Year round use of space (dancing water, flowing water, and ice skating)
2. Ability to host smaller events, such as musical performances
(not to compete with Bandshell productions)
3. Public Restrooms
4. Uses for those of all ages
5. Parking around the Plaza
6. Shelter/Shade Structure
7. Kinetic features
8. Hang out space/seating areas
9. Artwork as interactive pieces of furniture
10. Not all concrete, green space with trees and plantings
11. Innovative design, rather than traditional

Confluence developed multiple designs that integrated art, water features, and ice skating into a plaza concept (Attachment C). Confluence, along with City staff, hosted an online public meeting in January 2021 to review the preferred concept and to gauge interest in preferred features. The City also had two weeks of public input through an online survey and online comment options. Project information can be found at www.cityofames.org/downtownplaza.

On January 26, 2021, City Council reviewed the concept plans and on February 9 accepted the concept work and project cost estimates as complete for the project. Confluence’s cost estimate at that time was as follows:

Construction Costs*	\$3,587,924.81
Contingency (8.7%)	341,707.13
Total Estimated Construction Cost	\$3,929,631.94
Permit and Submittal Fees	10,850.00
Design Fee	341,707.13
PRELIMINARY ESTIMATED TOTAL COST	\$4,282,189.07

* Includes estimated construction cost and 5% escalation for FY 2022/23

The City Council has included funding of \$3.7 million for the Downtown Plaza project as part of the budget approval for FY 2021/22. In July 2021, The City Council requested Confluence’s opinion regarding its confidence in this February 2021 cost estimate, given the increasing volatility in the market for construction materials. **Confluence has reported that the \$3,587,924.81 estimate for construction costs could be up to 10% higher. Confluence also stated that the original construction cost estimate for the water feature in the concept, which will include a recirculation system, was low by approximately \$190,000. Therefore, the updated estimated construction cost for the Plaza is \$4,155,717.00. The table below shows the updated total project cost estimate assuming that a full ice system is implemented.**

Construction Costs*	\$4,155,717.29
Contingency (8.7%)	\$361,547.40
Total Estimated Construction Cost	\$4,517,264.69
Permit and Submittal Fees	10,850.00
Design Fee	\$377,250.00
Survey and Geotechnical Report	\$11,500
REVISED ESTIMATED TOTAL COST	\$4,916,864.69

* Includes estimated construction cost plus and additional \$190,000 for water feature and additional 10% escalation for FY 2022/23

Original Total Cost Estimate	Current Total Cost Estimate	Budgeted Amount For Total Project
\$4,282,189.07	\$4,916,864.69	\$3,700,000

PLAZA DESIGN:

The final concept accepted by the City includes a water feature known as a runnel that flows through the site and ends in a spray water feature for summer activity as well as a ribbon ice skating loop for winter activities. The plan also includes hardscape and green

landscaped areas, benches, small stage for performances, year-round public restrooms, support for food trucks, and public art.

The next step in realizing a Downtown Plaza is to move forward with final design and construction documents for bidding. The project scope also includes the addition of angled parking in front of City Hall along Clark Avenue. A multi-disciplinary team is needed for the integrated features of the plaza. A team consisting of a landscape architect, civil engineer, water feature designer, ice skating designer, and an architect are all needed, at a minimum, to complete the design work for the project. Procuring public art will be part of separate Request for Proposal process that will then tie back into the design work being done for the plaza. City staff has also determined that construction management of the project is a necessary service for the project once the award of a contract for construction occurs.

Due to support for the conceptual plan prepared by Confluence and the necessary integrated nature of the design team, staff approached Confluence for a proposed scope of services as the lead consultant for the project. Confluence provided a scope of services that matches the expectations of the City for design needs as well as the overall timeline for the project. Staff stated a desired timeline to complete design by the end of 2021 in order to bid the project and allow for construction in the summer of 2022.

Confluence proposes the following timeline for the project.

1. August 2021 Initiate project and refine concepts
2. September 2021 Final direction on ice type (natural or synthetic)
3. October 2021 Updated project design and cost estimates, public meeting.
4. December 2021 Final design and bidding documents
5. February 2022 Award construction contract
6. Summer 2022 Begin Construction

Current City of Ames purchasing policies require competitive written proposals for professional services over \$50,000. **Due to the need to meet the desired timeline and Confluence's work on the conceptual design of the plaza, staff is recommending waiving the City's Purchasing Policies and Procedures for competitive bidding of professional services and hire Confluence for the design of the plaza.** The scope of services provided by Confluence for the design and construction management and to meet the timeline to construct next summer has a fee of \$325,250. There is also one alternate for the design of a full ice system. This was not included at this time as the discussion of synthetic or full ice will be brought to City Council for a decision on what will be implemented. If the full ice system is chosen there will be \$52,000 in additional design fees. The City will also occur direct costs for survey and a geotechnical report. These costs are estimated at \$11,500.

Staff has reviewed the costs proposed by Confluence and found them to be reasonable for the scope of the project. If staff was to follow purchasing policies and call for written

proposals, there is the possibility that another firm could have lower costs. However, written proposals for professional services are not awarded only on cost, staff also considers design team, experience, references and estimated timeline. The scope of services provided by Confluence meet staff's expectations of these factors and meet the goal of starting construction in the Summer of 2022.

ALTERNATIVES:

1. a. Waive the City's Purchasing Policies and Procedures for competitive bidding of professional services and approve Confluence as a single source for the design and construction management of the Downtown Plaza.

b. Award a contract for the design and construction management for Downtown Plaza to Confluence, Inc. of Des Moines, Iowa in the amount not to exceed of \$325,250. However, if a decision is made to use real vs synthetic, the contract amount will increase by \$52,000 for a total of \$377,250.
2. Direct staff to prepare a formal Request for Proposals and solicit additional proposals.

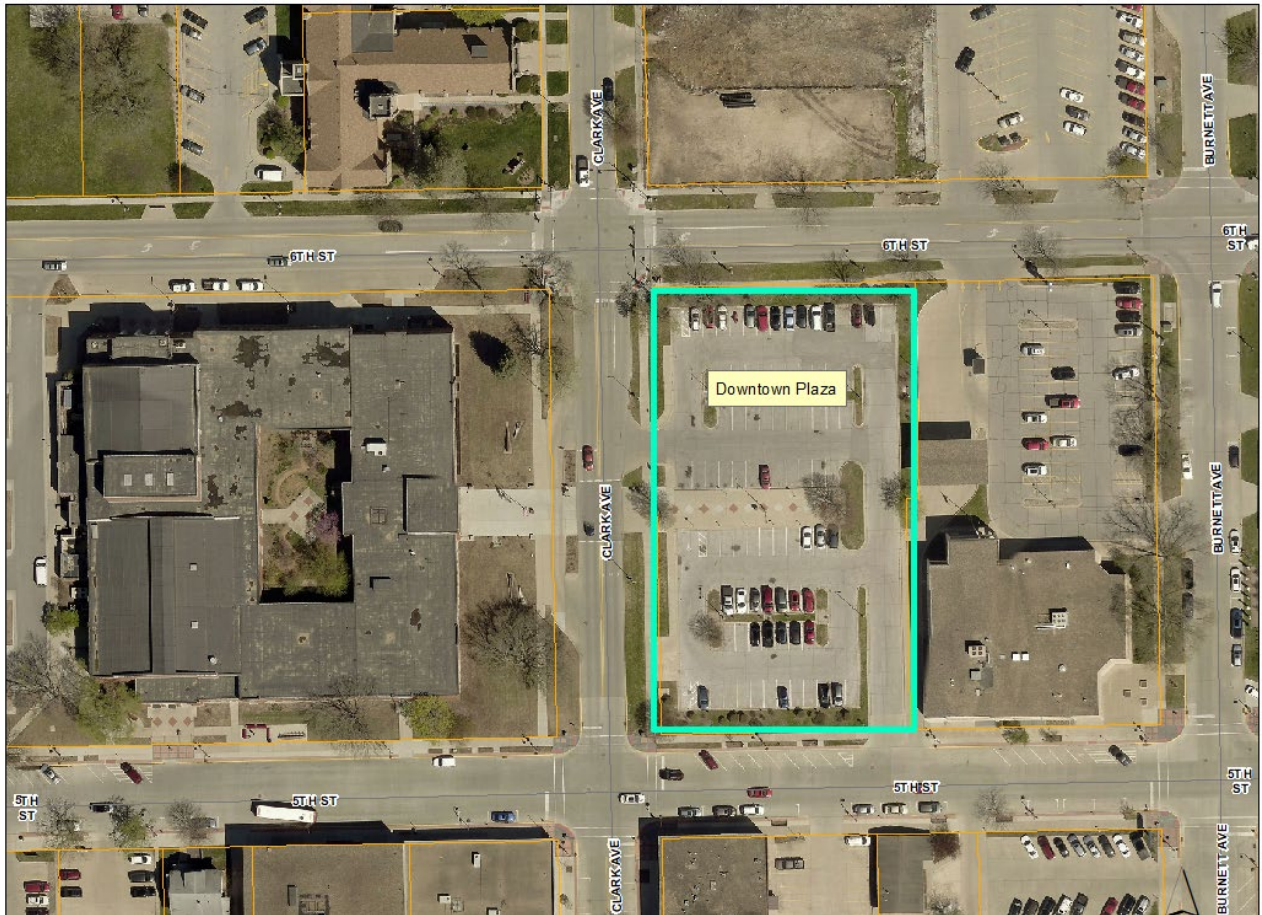
CITY MANAGER'S RECOMMENDED ACTION:

City Council's goal is to construct a downtown community space. While the cost estimates are very conservative, it appears the project will be greater than the amount that has been budgeted. Should the City Council want to proceed to explore this initiative further, the next step would be to hire a consultant to determine how to design the project more in line with the budget.

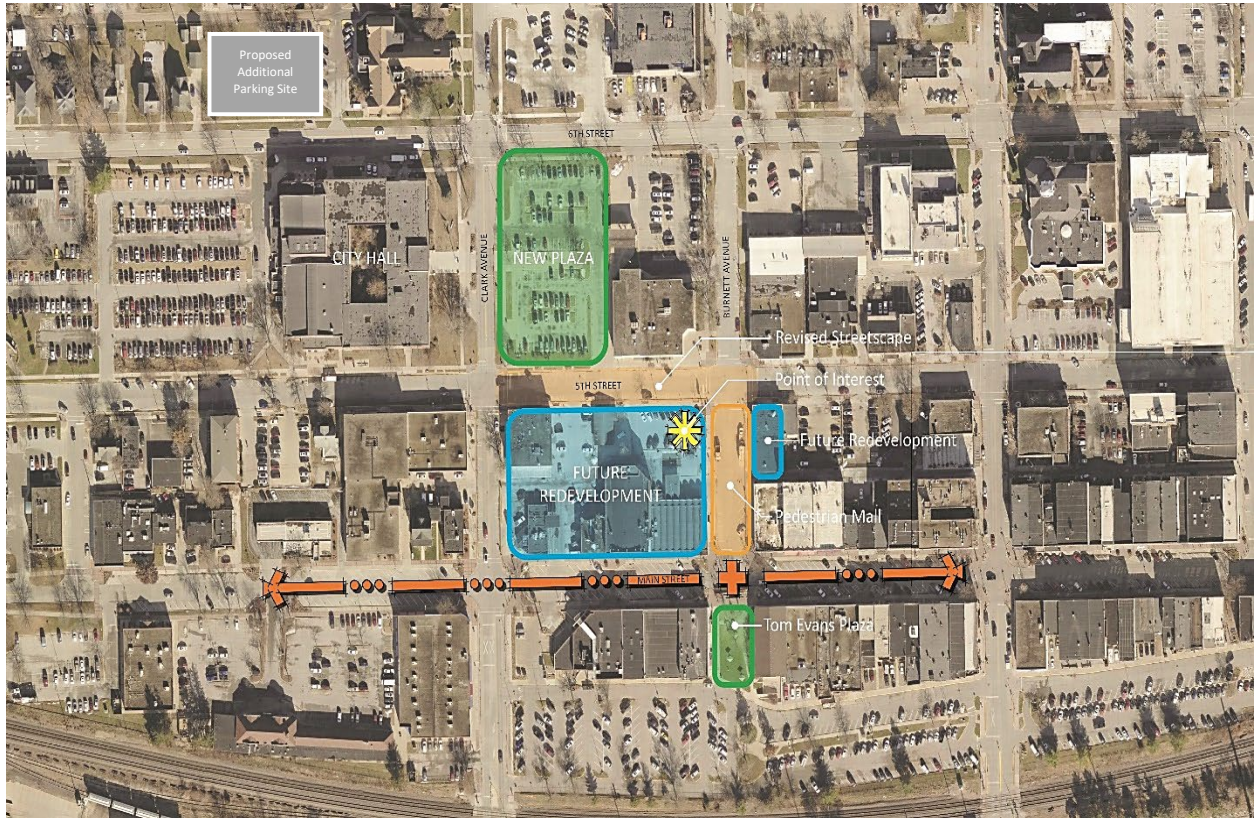
Staff worked with Confluence to create a conceptual plan for a downtown plaza. This conceptual plan was presented by City Council and direction was given to work on design and construction of the plaza consistent with the conceptual plan. To meet the timeline for construction in the Summer of 2022 and to continue working with the firm that created the adopted conceptual plan, City Council would need to waive the purchasing policies to proceed.

Assuming that the City Council wants to continue pursuing this project, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

Attachment A -Location Map



Attachment B-Downtown Context and Future Vision



Attachment C-Plaza Concept



Downtown Ames Plaza Master Plan



 CITY OF AMES CONFLUENCE


Downtown Ames Plaza Master Plan



 CITY OF AMES CONFLUENCE

Downtown Ames Plaza Master Plan



 CITY OF Ames CONFLUENCE

Downtown Ames Plaza Master Plan



 CITY OF Ames CONFLUENCE

Appendix A

DOWNTOWN PLAZA

AMES, IOWA



CONFLUENCE

July 27, 2021

525 17th Street
Des Moines, Iowa 50309
515.288.4875
www.thinkconfluence.com

In association with:
Studio MELEE, KCL Engineering, Bishop Engineering, Raker Rhodes Engineering, Aquatic Design Group, and American Arena

SCOPE OF SERVICES | SECTION ONE

TIMELINE + FEES | SECTION TWO

PROPOSED TEAM | SECTION THREE

TEAM MEMBER QUALIFICATIONS | SECTION FOUR

SCOPE OF SERVICES

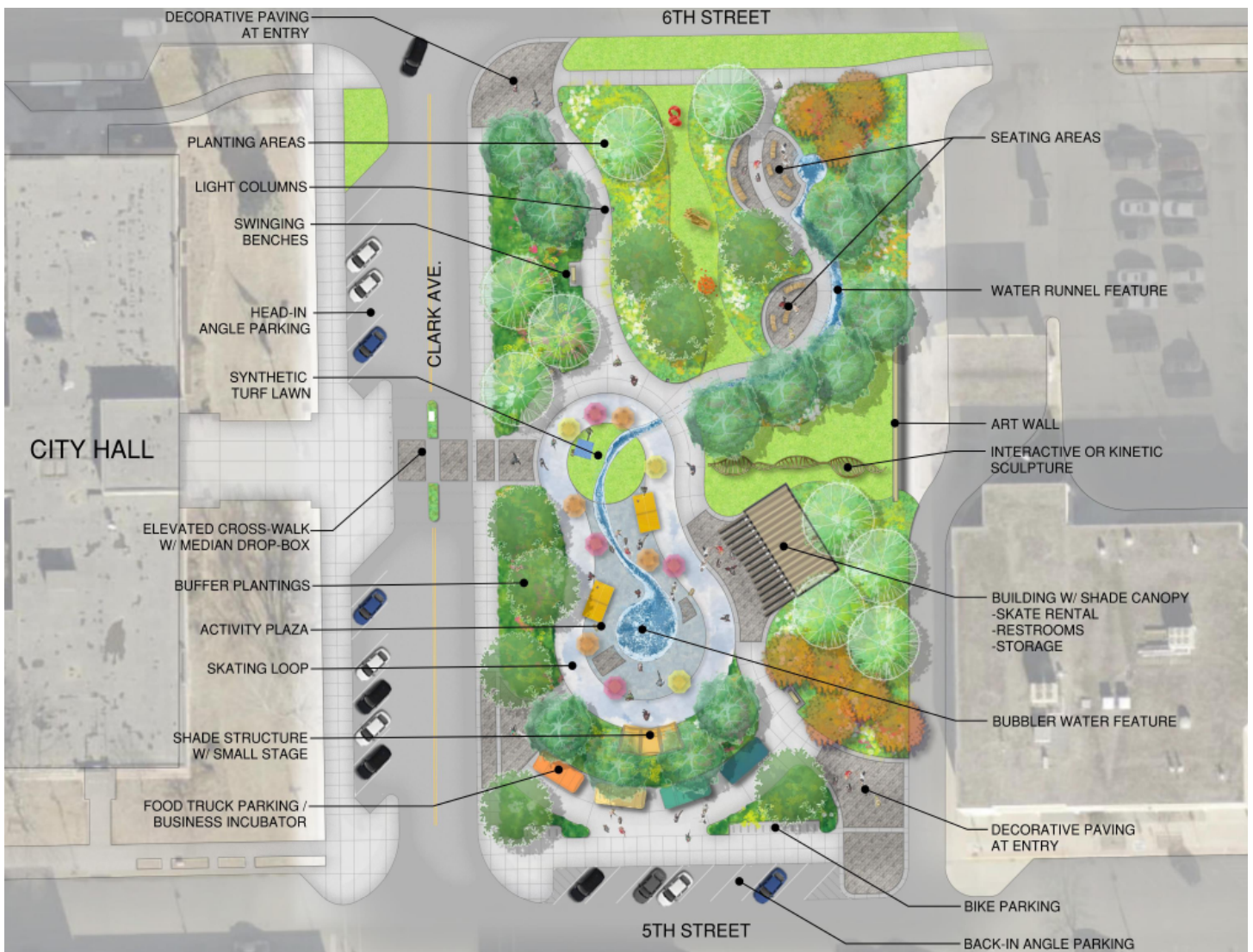
PROJECT OVERVIEW

The City of Ames (City) is requesting Landscape Architecture, Architecture, and Engineering services for completion of design, plans, specifications, and construction management services for the Downtown Plaza.

This proposed community gathering space will include a mix of elements designed to enhance the Downtown experience, such as a water runnel with an interactive water feature, landscaped green space, public art, shade structures, open gathering areas, benches, restrooms, and winter skating ribbon.

The plaza is approximately 1 acre in size and will be located on the City owned parking lot east of City Hall. Design will be based on the concept presented to Council in February of 2021 (shown below) as part of the City's Reinvestment District Application. The project also includes changes to adjacent right-of-way abutting the plaza site, including adding angled parking along the west side of Clark Avenue in front of City Hall.

The anticipated total project budget is approximately 4 million dollars, inclusive of the design and construction of the plaza improvements, Clark Avenue parking and median, and commissioned art.



DESIGN PROGRAM

General

- Site and amenities shall meet ADA standards and incorporate Universal Design Principles to the greatest extent possible
- Quantitative stormwater management compliance is not required

Street Improvements

- Clark Avenue
 - Angled parking
 - Pedestrian crossing connecting City Hall to the new plaza
 - Accommodations for a vehicle drop box
- 5th Street
 - Redesign of frontage adjacent to new plaza
 - Hardscaping to include sidewalks, food truck parking, and decorative entry points

Site Support Building

- Approximately 1,500 SF
- HVAC system to allow for year-round operation
- (2) Gender neutral restrooms, include area for changing and built-in changing tables
- Service area for skate rental and associated customer service for plaza
- Overhang or canopy for covered seating of approximately 20 people
- Mechanical room for system controls
- Storage Area
- City network and public Wi-Fi
- Security system including cameras and access controls, tied into existing City systems

Water Feature

- Water runnel traversing site from approximately north to south terminating in an interactive splash/spray feature.
- Recirculating water system with electronic, automated maintenance system to minimize need for staff supervision outside of routine maintenance.
- Design to adhere to Iowa Department of Public Health (IDPH) and Model Aquatic Health Code (MAHC), the more stringent requirement shall be applied when there is a conflict.

Skating Ribbon

- Surface material will be selected during the Site Analysis phase.
- If the option of refrigerated ice is selected, the Ice Rink Consultant will be contracted to complete that design (additional fee listed as Alternate I – Full Ice System Design).
- Skating ribbon design, regardless of surface type selection, will be all inclusive of required accessories including, but not limited to; dasher boards and/or railings, surface drainage, and off-season subsurface.

Public Art Coordination

- Planned art may include multiple sculptures, including a signature central piece, a kinetic art piece, mural or art wall, and other elements of whimsy and interest.
 - Consultant will assist the City (as needed) in issuance of RFP for a signature sculpture.
 - Structural footing and lighting design will be included in the project scope of services.
 - Additional art installations will be deferred later in the process and coordinated with the plaza design features.

General Site Design

- Shade structure with small stage and associated utilities
- Site furnishings
- Planting areas, turf, and trees
- Site lighting
- Electrical hook-ups as required to support plaza programming needs.

DESIGN SERVICES

Site Analysis

- Coordinate effort between City and project Civil Engineer to prepare a site survey of existing conditions through a direct-to-owner contract.
- Collect proposals and coordinate execution of a direct-to-owner contract for Geotechnical analysis and report. The Geotechnical report will be used to inform structural design of the site support building as well as recommended pavement sections.
- Provide design options for skating ribbon concept:
 - Develop list of pros and cons for synthetic versus refrigerated ice-skating surfaces
 - Develop cost estimates for each surface material showing initial costs and lifecycle/maintenance costs
 - Prepare a report for presentation to Parks and Recreation Commission and City Council. Confluence and American Arena (Ice Rink Consultant) will be available for questions.

Schematic Design / Design Development / Construction Documentation

- Facilitate project kick-off meeting to clarify City expectations for the project including, but not limited to; features, amenities, accessibility, utilities, site constraints, required permits, schedule, and budget.
 - Bid package discussion
 - Identification of project milestones for decisions
- Engage the services of the following sub-consultants for full system design of the features described within this document:
 - Studio MELEE – Architecture
 - KCL Engineering – Mechanical, Electrical, Plumbing, and Technology
 - Bishop Engineering – Civil
 - Raker Rhodes Engineering – Structural
 - Aquatic Design Group – Water Feature Design
 - American Arena – Ice Rink Consultant
- Provide full construction documents (including plans, elevations, sections, details, and specifications as necessary) for the use in procurement of bids and construction of the project in its entirety.

CONSTRUCTION SERVICES

Bidding

- Attend and conduct pre-bid meeting
- Reply to bidder's questions by issuing Addenda as necessary
- Review final bids and assist City in contractor selection

Pre-construction Services (Plaza only, does not include work on Clark Ave.)

- Conduct pre-construction meeting
- Obtain and review contractor provided construction schedule
- Coordinate communications between City and Contractor

Construction Management and Project Close-out

- Check and monitor construction activities on a periodic basis and certify that all project work completed is in substantial compliance with the plans, specifications, and contract documents including any modifications by Change Order or otherwise, all required tests were performed, and such work is recommended for acceptance
- 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
- Ensure the Contractor pulls all necessary permits
- Review all periodic and final pay requests with City staff and explanation of variation between contract and final quantities. Coordinate Contractor approval and signature and submit to the City for approval
- Present all Change Orders and Field Orders to designated City staff for approval prior to processing
- Coordinate and meet with City 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
- The Consultant will schedule and conduct a final inspection with the City and Contractor to determine whether the project has reached substantial completion and the work 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 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 City, the Consultant will prepare a Certificate of Construction Acceptance for the project
- Consultant shall coordinate with Contractor to provide as built plans for the project
- Consultant shall coordinate with Contractor to assemble equipment manuals and materials book for the project
- Consultant to coordinate and schedule all necessary training for City staff regarding operation and maintenance of all installed equipment and materials

SUPPLEMENTAL SERVICES

Design Phase

- Scale models
- 3D Perspective or 'Bird's-eye' renderings
- Long-distance travel to inspect materials and equipment of potential suppliers
- Expert witness testimony
- Attendance at litigation or arbitration proceedings when the Landscape Architect is not a party.

Construction Management and Project Close-out

- Preparation of Client initiated change orders
- Review of, or revision to, Contractor's provided as-built drawings

PROJECT MILESTONES

Project Kick-off:	August 2021
Ice Ribbon Surfacing Decision:	September 14th (City Council Meeting)
Initial Budget Review:	October 2021
Public Input Meeting:	November 2021
Final Budget / Council Plan Review:	December 2021
Plans released for Bid:	January 2022
Contract Awarded:	February 2022

TIMELINE

Service	Anticipated Schedule
Site Analysis	August 2 - September 10, 2021
Schematic Design	August 2 - September 10, 2021
Design Development	September 13 - October 15, 2021
Construction Documents	October 18 - December 23, 2021
Bidding & Contract Negotiation Phase	January 3 - February 4, 2021
Construction Contract Administration Services	TBD

FEES

Compensation for the Scope of Services described in Section One of this document shall be the Stipulated Sum plus Reimbursable Expenses as defined below. Supplemental Services described in Section One, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in "Exhibit A" or on the basis of a negotiated fee provided in an amendment to this Agreement. The Compensation breaks out as follows:

Site Analysis Phase:	\$16,824.00
Schematic Design Phase:	\$57,545.00
Design Development Phase:	\$71,455.00
Construction Document Phase:	\$102,896.00
Bidding & Negotiation Phase:	\$15,149.00
Construction Management and Project Close-out	\$51,881.00
Total:	\$315,750.00
Alternate I - Full Ice System Design (beyond initial study):	\$52,000.00
Direct to Owner Costs:	
Survey:	\$6,500.00
Geotechnical Report (estimated):	\$5,000.00



CONFLUENCE

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners. Our staff of 70+ includes 39 licensed landscape architects and AICP certified planners – and our firm is comprised of energetic, creative, and passionate people who are involved in making our communities better places to live. We assist our clients on a wide range of public, educational, institutional and private sector projects. Our landscape architects are licensed to practice in California, Colorado, Georgia, Kansas, Idaho, Illinois, Iowa, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, Nevada, North Dakota, Ohio, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Wisconsin, and Wyoming – and this list continues to grow to meet our client’s needs.

WHAT WE DO

Simply stated - we create places full of life. The diversity of our work and expertise has become a hallmark of our firm, and it’s a big reason why our clients engage us again and again to help establish their next creative vision for the future. We offer a wide array of design and planning capabilities, handling everything from stakeholder and community engagement activities, to crafting urban design and community planning solutions, to representing our clients during construction implementation. With over twenty years of award-winning experience and hundreds of completed projects, Confluence has shaped the practice of landscape architecture, planning and urban design across the Midwest, and we love what we do. What can we do for you?

HOW WE WORK

Our creative process is focused on collaboration and insightful interaction with our clients, consultants and the community in which we work. We begin by gaining an insightful and objective understanding of each project, including how it fits into the surrounding context. From vision to completion, our team excels in collaborating to shape and achieve your “what’s next” – while also planning ahead on your long-term strategy. The diversity of our practice and professional experience provides a solid framework upon which to build successful strategies for achieving our client’s goals.

Confluence brings together people, energy and ideas to shape the future of our communities. We strive to achieve the inherent potential within each project while naturally making our world a better place.

LOCATIONS

- Des Moines**
525 17th Street
Des Moines, Iowa 50309
515.288.4875
- Kansas City**
- Cedar Rapids**
- Minneapolis**
- Omaha**
- Sioux Falls**
- Fargo**
- Chicago**
- Denver**

Our network of nine offices, located throughout the Midwest, provides value to our clients through our depth of experience identifying, developing and applying emerging creative trends and best practices.



STUDIO MELEE

Studio MELEE is driven by the idea that every client’s perspective and desire grants us the opportunity to use design, space and materials in a way that creates solutions that matter. We strive to challenge the status quo and shift the conversation from “form following function,” to “form following relationships.” Architecture is not defined by simply designing a structure. It is defined by how the quality of a building’s design fulfills the needs of the end user for each client’s unique project. Our architectural solutions help inform the dialogue used to articulate relationships with space and the emotional connotations that define the past, present and future of what a successful project will define for each client and their community.

Studio MELEE (Melee, LLC) is an 8-person professional design and construction consulting firm. The company was formed in February 2014 by architects Jamie Malloy, AIA and Curtis Ehler, AIA. We currently have 7 architects and 1 associate architect with licenses in Iowa, Nebraska and Kansas.

In 2016, our team completed the design and renovation of our new office and moved into a space at the south end of the Historic Chamberlain Building at Western Gateway. Our studio provides the highest level of technical service founded on honesty, communication and trust. As an Iowa-based business, we add value to each project through thoughtful, sensitive and practical design.

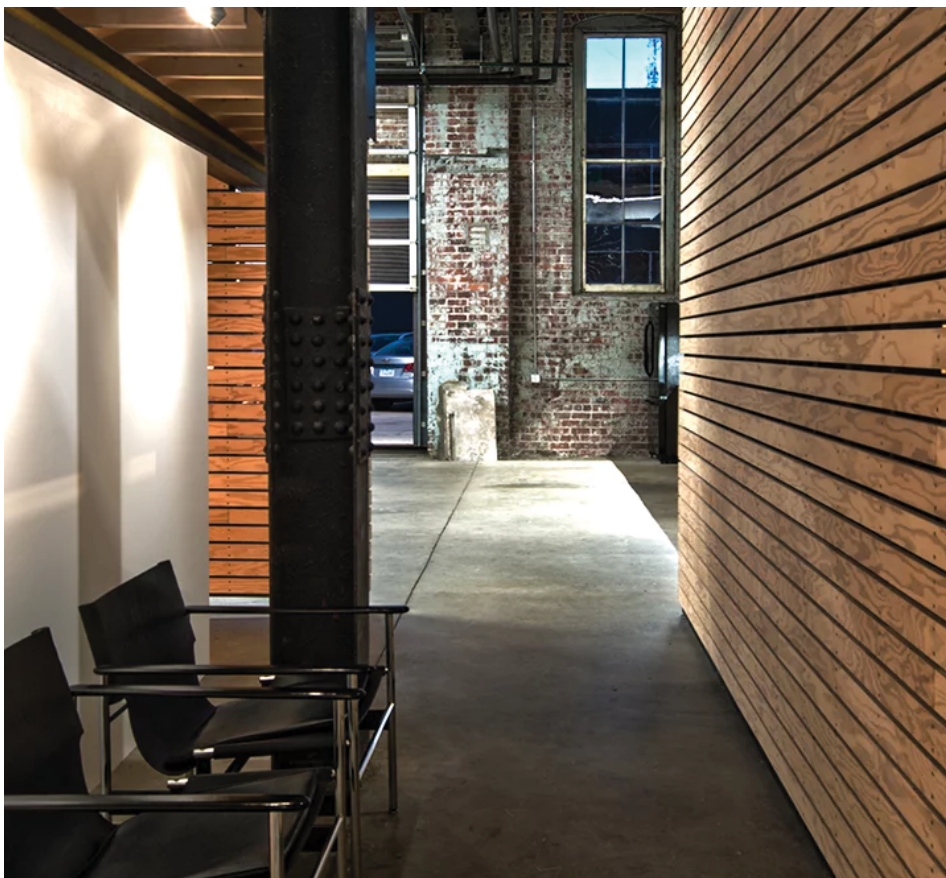
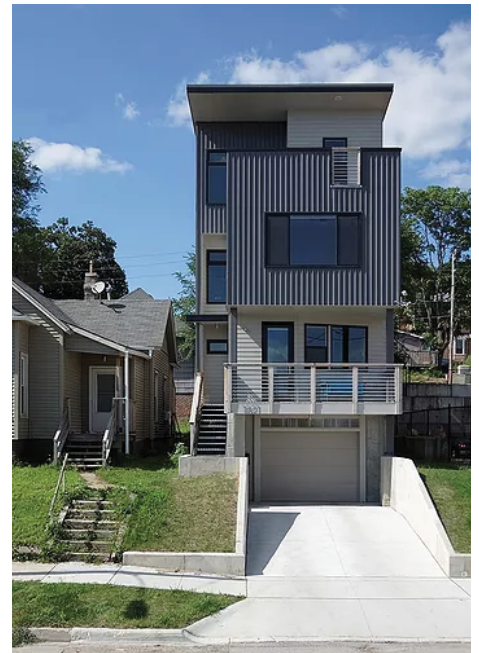
LOCATION

Des Moines

1312 Locust Street, Suite 100

Des Moines, Iowa 50309

515.493.0003



KCL ENGINEERING

At KCL Engineering, we have made it our mission to redefine consulting engineering. Here, clients experience senior-level leadership from start to finish and reap the benefits of a culture that promotes innovation and breakthrough thinking. With a signature flexible and friendly work style, our people are intrinsically driven to solve problems, bring forward unique energy solutions, and delight clients with quality and responsiveness.

SERVICES PROVIDED

Mechanical

HVAC Systems
Geothermal Heat Pumps and Exchangers
Variable Refrigerant Flow Systems
Energy Management Systems
Underfloor Air Distribution VAC

Plumbing

Compressed Air
Process Piping
Solar Thermal Collection
Pool Piping & Heating
Waste Water Treatment
Gray Water Systems
Rain Water Harvesting

Electrical

Lighting Design
Roadway Lighting
Daylighting Analysis
3D Lighting Modeling
Power Distribution
Fire Alarm
Mission Critical Design
Emergency Generation

Energy Consulting

High Performance Building Systems
Low Energy Use Facilities
Net Zero Energy Buildings
Geothermal District Utility
LEED Certification Consulting
Energy Monitoring

Systems Commissioning

Owner's Project Requirements/Basis of Design
Peer Review
System Performance Verification
Oversight of Operational Testing
System Documentation
Continual Commissioning
Retro-commissioning

Technology

Telecommunications Infrastructure
Telecommunications Grounding
Active Network Equipment Design (Layer 2/3)
IP Telephony
Audio and Video Controls
Access Control and Intrusion Detection
Video Surveillance
Fire Detection and Alarm
Emergency Communications Systems
General Purpose Paging and Intercom
Distributed Antenna Systems
Nurse Call
Patient Wandering
Wireless Clocks
Detention Controls

Renewable Energy

Solar Photovoltaics
Small Scale Wind Turbines
Building Integrated Renewables
Solar Thermal Collection

Facility Analysis

Energy Modeling
Life Cycle Cost Analysis
Infrastructure Assessments
Feasibility Studies
Arc Flash Hazard Studies
Master Planning

LOCATIONS

West Des Moines

300 4th Street
West Des Moines, Iowa 50264
515.371.9970

KCL

ENGINEERING

BISHOP ENGINEERING

Established in 1959, Bishop Engineering has been located in the Des Moines Metro area since its inception. We specialize in land development and land surveying, providing engineering and surveying solutions to both private and public clients. Recognized as a leader in the providing these services, we continue to gain new clients while being dedicated to our long-standing relationships.

Bishop Engineering has 37 employees, including 8 licensed engineers, 3 licensed land surveyors, and a licensed landscape architect. The remainder of our staff consists of experienced technical design, office staff, and survey crews.

SERVICES PROVIDED

Site Engineering

- Site selection and concept planning
- Grading plans
- Utility plans
- Parking layout plans
- Landscape plans
- Storm Water Pollution Prevention Plans

Land Development

- Master planning
- Land use plans / re-zoning plans
- Preliminary platting, with site grading and infrastructure design
- Cost estimating
- Drainage studies

Land Surveying

- Boundary surveys
- Topographical surveys
- American Land Title Association (ALTA) mortgage surveys
- Plats of survey
- Easement description
- Acquisition Plats
- Final platting of subdivisions

Municipal Engineering

- Street design
- Intersection layout and design
- Water main design
- Sanitary sewer design
- Storm sewer design
- Trail design

Construction Services

- Construction staking
- Construction contract administration

LOCATION

Des Moines

3501104th Street
Des Moines, Iowa 50322
515.276.0467



RAKER RHODES ENGINEERING

Raker Rhodes Engineering was started in late 2006 with the goal of providing the best structural engineering services for construction projects across the Midwest. Project experience includes renovations/rehabilitation, assisted living facilities, office buildings, parking structures, multi-family residential, mixed use, hospitality, medical office, K-12, higher education, industrial, corrections and retail buildings. Professional engineering licenses are currently held in more than 30 states. In the summer of 2013, Raker Rhodes Engineering opened their second office in Iowa City, IA. In the fall of 2013, Raker Rhodes Engineering added Raker Rhodes Industrial, a structural engineering services branch for the industrial/agricultural industries. In the beginning of 2015, Raker Rhodes Engineering opened their third office in Fort Collins, CO. In the spring of 2018, Raker Rhodes Engineering opened their fourth office in Sioux Falls, SD.

LOCATIONS

Des Moines

4717 Grand Ave.

Des Moines, Iowa 50312

515.277.0275

Iowa City

Fort Collins

Sioux Falls



NOTABLE PROJECT EXPERIENCE

- Holmes Murphy Office – West Des Moines, IA
- Merchant Bonding Office – West Des Moines, IA
- John Deere Office Expansion – Ankeny, IA
- EMC Insurance Office – Des Moines, IA
- Kingland Systems Campustown Redevelopment – Ames, IA
- Sukup Manufacturing Office/Showroom – Sheffield, IA
- Skogman – Cedar Rapids, IA



AQUATIC DESIGN GROUP

Since 1984, Aquatic Design Group has worked with clients from around the globe to help bring their dreams to reality. This experience results in quality, efficient design solutions that lead to projects delivered on time and on budget. We have worked on projects of all shapes and sizes in 44 states and 25 countries around the world. For more than 37 years, Aquatic Design Group has set the standard for quality design and consulting services within the aquatics industry. Our goal is to provide this service with dedication and commitment to the highest possible level of customer satisfaction, delivered in a professional manner by a team of talented individuals who love what they do.

Aquatic Design Group is focused on swimming pool and water feature architectural, structural, mechanical and electrical design services within the following market segments: parks and recreation, higher education, high schools, hospitality, health care, and anything else that might call for an aquatics specialist. We specialize in all types of water including: competition, recreation, leisure, therapy, and ornamental and natural water features.

Plain and simple: we love what we do and we do it well. Our staff of 18 includes: a third generation pool designer; a former distributor of pool equipment and chemicals; an All-American swimmer; a pool contractor with more than 27 years' experience building pools; a second generation waterpark specialist; and others that love playing in the water with or without their families. We know what it takes to bring an aquatic facility to reality. Aquatic Design Group is a highly trained group of talented designers, project managers, technicians and administrative staff, all guided by a passion for aquatic facilities and those who experience them.

LOCATION

Carlsbad

2226 Faraday Avenue
Carlsbad, California 92008
800.938.0542



AMERICAN ARENA

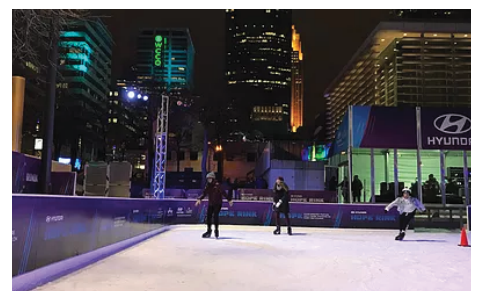
American Arena is an expression of our growth in the industry. Starting as Minnesota Ice, we quickly became an industry leader in ice rink floor construction. We've also installed a wide range of ice rink chillers from an assortment of manufacturers. Additionally, we have installed temporary ice rinks every year since we started. That dovetails nicely with our frost remediation work. Owners and general contractors asked us to do more, so we responded and as a result, our business continued to grow. Calling on our experience and knowledge, our scope expanded to include design. Next, we added a full range of dasher board options filling a void in the marketplace that allowed us to control more of the construction process. Today, we offer a broad range of chiller solutions including Ammonia and F-gas and an industry leading controls system. Chiller, Dasher, and Header manufacturing is performed in house so we can control the construction process and give you a "One Stop Shop" for all of your ice arena needs. The transformation is complete! Design, Floor Construction, Mechanical Systems, and Accessories. We started as Minnesota Ice and now we are much more than Minnesota, we are American. American Arena.

At American Arena our mission is to be recognized by our peers as the most knowledgeable company in the industry with industry leading expertise in Design, Engineering, Construction, Mechanical Systems, and Accessories. We will be the best at what we do and we will be able to demonstrate what we do that makes us the best. Building lasting relationships with our customers will guarantee the long-term success of our company.

LOCATION

Burnsville

1353 Larc Industrial Blvd
 Burnsville, Minnesota 55337
 866.782.2345



MATT CARLILE, ASLA, PLA, LEED AP

PRINCIPAL + LANDSCAPE ARCHITECT

PROFESSIONAL + CIVIC AFFILIATIONS

American Society of Landscape Architects, Iowa Chapter

- Trustee / 2011 to 2017
- President / 2006
- President Elect / 2005
- Treasurer / 2003 to 2004
- Conference Chairman / 2004, 2005, 2006, 2011
- Associate Member-at-Large / 1999 to 2000
- Member-at-Large / 2000 to 2001

Greater Des Moines Leadership Institute / Class of 2012

Ducks Unlimited Member

Urbandale Economic Development Board

CURRENT + NOTABLE PROJECT EXPERIENCE

- Campustown District Redevelopment Master Plan / Ames, Iowa
- Ames Downtown Planning / Ames, Iowa
- Ames Mixed Use - Landmark / Ames, Iowa
- Ames Intermodal Transit Facility / Ames, Iowa
- 801 Grand Plaza Renovation + Streetscape / Des Moines, Iowa
- Norfolk Downtown Streetscape Master Plan / Norfolk, Nebraska
- Downtown Master Plan / Valley, Nebraska
- Kettlestone (Grand Prairie Parkway Corridor) Master Plan + Design Guidelines / Waukee, Iowa
- Crossroads Plaza / Fort Dodge, Iowa
- 6th Avenue Streetscape / Des Moines, Iowa
- Walnut Streetscape / Des Moines, Iowa
- Hickman Road Streetscape: Phase 1 (63rd to 66th Street) / Windsor Heights, Iowa
- Walnut Street Corridor / Des Moines, Iowa
- 6th Avenue Streetscape / Des Moines, Iowa
- Douglas Avenue Streetscape Renovation / Urbandale, Iowa
- Iowa Falls Streetscape Master Plan / Iowa Falls, Iowa
- Iowa State Capitol Complex Master Plan / Des Moines, Iowa
- Iowa State Capitol West Terrace / Des Moines, Iowa
- Iowa State University / Ames, Iowa
 - College of Veterinary Medicine Master Plan and Phase II Small Animal Hospital Renovation and Addition
 - Sports Performance Center + Jack Trice Improvements



Matt's continued growth and dedication to the firm and clients make him a valuable member of the team. His commitment to the past, present and future practices of landscape architecture are recognized through his work and allow him to create life-changing designs.

PROFESSIONAL EXPERIENCE

23 Years of Experience
18 Years with Confluence

EDUCATION

Kansas State University
Bachelor of Landscape Architecture, Minor in Community and Regional Planning / Spring 1998

PROFESSIONAL REGISTRATIONS

Licensed Professional Landscape Architect:

- Iowa / #422
- Nebraska / #LA 363

C.L.A.R.B. Certified
LEED Accredited Professional

DENISE HURT, PLA, ASLA

PROJECT MANAGER

PROFESSIONAL + CIVIC AFFILIATIONS

American Society of Landscape Architects
 Greater Des Moines Leadership Institute Community Connect Program,
 Class of 2021

CURRENT + NOTABLE PROJECT EXPERIENCE

- Johnston Town Center and City Hall / Johnston, Iowa
 - Waukee Entertainment District / Waukee, Iowa
 - Downtown Ames Reinvestment Master Planning / Ames, Iowa
 - Iowa Veteran’s Home Site Master Plan / Knoxville, Iowa
 - University of Iowa: Boyd Law Student Commons / Iowa City, Iowa*
 - Rockwell Collins / Cedar Rapids, Iowa*
 - CISS Agri-Neighborhood / Des Moines, Iowa
 - CISS Greenhouse / Des Moines, Iowa
 - MOC-Floyd Valley Elementary School / Orange City, Iowa
 - Lester Buresh Family Community Wellness Center / Mount Vernon, Iowa*
 - Cedar Rapids Public Library / Cedar Rapids, Iowa*
 - United States Federal Courthouse / Cedar Rapids, Iowa*
 - Matthew 25 Urban Farm & Gathering Space / Cedar Rapids, Iowa*
 - Greene Square / Cedar Rapids, Iowa*
 - Methodist Manor Retirement Community / Storm Lake, Iowa*
 - Dr. Percy and Lileah Harris Building - Linn County Public Health / Cedar Rapids, Iowa*
 - Mercy Hall-Perrine Cancer Center / Cedar Rapids, Iowa*
 - Madison Fire Station 14 / Madison, Wisconsin*
 - Mount Mercy University / Cedar Rapids, Iowa*
 - Campus Master Plan
 - University Center Plaza and Greenspace
 - Kirkwood Community College / Cedar Rapids, Iowa*
 - Kirkwood Regional Center at the University of Iowa
 - Student Center and Commons
 - Deere & Company*
 - John Deere Corporate Aviation Hanger / Moline, Illinois
 - John Deere Harvester Works / East Moline, Illinois
- * work performed while employed by another firm*



Denise has over 10+ years of experience with a variety of project types ranging from children’s outdoor classrooms to higher education campus master plans. Her work is driven by a desire to gain true insight into the client’s needs and her fascination with understanding the technical details. The goal is always to design spaces that will be loved equally by those that inhabit them and those that are required to care for them.

PROFESSIONAL EXPERIENCE

14 Years of Experience
 1 Years with Confluence

EDUCATION

Iowa State University
 Bachelor of Landscape
 Architecture / 2007

PROFESSIONAL REGISTRATIONS

Licensed Professional
 Landscape Architect:

- Iowa / #00630
- CLARB Certified

JAMIE MALLOY, AIA

PRINCIPAL ARCHITECT

PROFESSIONAL + CIVIC AFFILIATIONS

American Institute of Architects (AIA), Member
 Central Iowa Architects Section (CIAS) Past President
 National Council of Architectural Registration Boards

CURRENT + NOTABLE PROJECT EXPERIENCE

Audubon Community Schools Facility Masterplan / Audubon, Iowa
 Riverside Community School Facility Masterplan / Oakland, Iowa
 West Marshall CSD Facility Masterplan / State Center, Iowa
 East Marshall CSD Facility Masterplan / LeGrand, Iowa
 Polk County Conservation Jester Park Clubhouse / Granger, Iowa
 Gutekunst Public Library Addition & Renovation / State Center, Iowa
 Iowa State University Seed Science Addition / Ames, Iowa
 Keota Community School Masterplan / Keota, Iowa
 Marcus Meriden Cleghorn CSD Locker Rooms / Marcus, Iowa
 Marshall County Conservation Various Projects / Marshalltown, Iowa*
 Jasper County Conservation Env. Education Center / Newton, Iowa*
 Ankeny City Hall Addition and Renovation / Ankeny, Iowa*
 Pella City Hall Carnegie-Viersen Library Modernization / Pella, Iowa*
 US Federal Building Interior Renovations / Des Moines, Iowa*
 US Federal Courthouse Roof & Exterior Renovations / Cedar Rapids, Iowa*
 IBEW Local 347 Union Hall / Des Moines, Iowa
 Jester Park Golf Course Addition & Renovation / Granger, Iowa
 Marshalltown Municipal Airport Terminal / Marshalltown, Iowa
 * work performed while employed by another firm



Jamie has a long history of working on many significant public projects for the Des Moines Public Schools and other districts across the state of Iowa. He has completed projects ranging from complex district master planning to new facilities, renovations and secure entry configurations.

PROFESSIONAL EXPERIENCE

20 Years of Experience
 8 Years with Studio MELEE

EDUCATION

Iowa State University
 Bachelor of Architecture / 2001

PROFESSIONAL REGISTRATIONS

Licensed Professional Architect: Iowa

JORDAN COLLINS, AIA

ARCHITECT

PROFESSIONAL + CIVIC AFFILIATIONS

American Institute of Architects (AIA), Member
 Central Iowa Architects Section (CIAS) Member
 ACE Mentorship Program, 2014

CURRENT + NOTABLE PROJECT EXPERIENCE

Des Moines Public Schools / Des Moines, Iowa

- Cattell Elementary School Cafeteria Addition
- Jackson Elementary Classroom & Gymnasium Addition
- Madison Elementary Secure Entry & Office Renovation
- McKinley Elementary Secure Entry & Office Renovation
- Monroe Elementary School Multi-Purpose Room Renovation
- Morris Elementary Secure Entry
- Northeast Montessori School New Construction

Iowa State University / Ames, Iowa

- Seed Science Building Addition

West Des Moines Community Schools / West Des Moines, Iowa

- Facility Masterplan
- Rex Mathes HVAC Improvements and Finishes Replacement
- Valley High School Locker Room Renovation
- Valley High School Secure Entry
- Westridge Elementary Entry Renovation

Audubon Community Schools Facility Masterplan / Audubon, Iowa

Audubon Community Schools Facility Masterplan / Audubon, Iowa

Heritage Town Center – 515 Fieldhouse / Grimes, Iowa

Willkie House Gymnasium Renovation / Des Moines, Iowa

Lakeside Fellowship Gymnasium / Polk City, Iowa



Jordan joined Studio MELEE in 2015, bringing to us his experience spanning multiple facets of the architectural profession. He has worked for professional design studios, managed design and construction for a nonprofit development company and has worked as a corporate architect for a major corporation.

PROFESSIONAL EXPERIENCE

16 Years of Experience

6 Years with Studio MELEE

EDUCATION

Kansas State University
 Bachelor of Architecture / 2005

PROFESSIONAL REGISTRATIONS

Licensed Professional
 Architect: Iowa

CHAD BASS, PE

SENIOR MECHANICAL ENGINEER

CURRENT + NOTABLE PROJECT EXPERIENCE

Triumph Park / Waukee, Iowa

66-acre Triumph Park will feature a sports complex designed to be the preeminent athletic venue in the area. Features include performance-leading LED sports lighting, online, live and recorded game video broadcasting technology, robust site PA system, creative pathway and aesthetic lighting strategies.

Brookside Pathway Lighting / Ames, Iowa

Plans and specifications for purchase and installation of new electric service, light poles, and light fixtures along 4,500 lf of hard surface park trail.

Partial List of Additional Project Experience

- George Wyth State Park – Shop Building
- Pine Lake State Park Cabin Renovations
- Spirit Lake Law Enforcement – Shop and Storage Building
- Manchester Fish Hatchery – Fish Room Remodel
- Spirit Lake Fish Hatchery Electrical Upgrades
- Lake Darling State Park Cabins
- Dolliver State New Park Shop and Office Building
- George Wyth State Park Beach Concession Remodel
- Mines of Spain State Recreation Area New Shop Building
- Olofson Shooting Range Training Center and Range Renovations
- Honey Creek Resort Activity Center Mechanical Room Renovations
- Honey Creek Resort Lightning Protection Project
- Green Valley State Park New Office and Storage Building
- Fairgrounds Aquarium Building MEP Renovation
- Fairgrounds Exterior Lighting and Interior Restroom Upgrades
- Fairgrounds Interior Lighting and Air Circulation Upgrades
- Brushy Creek State Recreation Area Cabins
- Union Grove State Park Cabin
- Otter Creek Wildlife Area Building Renovation



When conducting Facility Assessments, an engineer can uncover almost any type of system or equipment. Chad's diverse mechanical engineering background provides the knowledge and expertise to be able to identify issues clients are facing along with appropriate recommendations. Should clients have large facility assessment needs, either at a large campus or at multiple locations, Chad has great leadership skills to provide direction for a larger team of engineers completing the work.

PROFESSIONAL EXPERIENCE

14 Years of Experience

9 Years with KCL Engineering

EDUCATION

Iowa State University
Bachelor of History and Political Science / 2012

PROFESSIONAL REGISTRATIONS

Licensed Professional Engineer: Iowa, Wisconsin

JONATHON LACROIX

ELECTRICAL ENGINEER

CURRENT + NOTABLE PROJECT EXPERIENCE

Triumph Park / Waukee, Iowa

66-acre Triumph Park will feature a sports complex designed to be the preeminent athletic venue in the area. Features include performance-leading LED sports lighting, online, live and recorded game video broadcasting technology, robust site PA system, creative pathway and aesthetic lighting strategies.

Kuehn Conservation Area Lodge / Earlham, Iowa

Four season, 7,000 sf multi-use lodge with classroom space for environmental education and event space with a capacity of 200, restrooms, kitchenette and storage area. Geothermal HVAC system.

Fox Creek Park Shelter / Waukee, Iowa

Indoor park shelter for year-round events with capacity for 80 occupants. Includes serving kitchen and restrooms. Building is incorporated into larger park area with splash pad, pickleball courts, playground, and open green spaces.

Partial List of Additional Project Experience

- Brushy Creek State Recreation Area Restrooms
- Pine Lake State Park Cabin Renovations
- Lake Darling State Park Cabins
- Dolliver State New Park Shop and Office Building
- George Wyth State Park Beach Concession Remodel
- Mines of Spain SRA New Shop Building
- Honey Creek Resort Activity Center Mechanical Room Renovations
- Fairgrounds Exterior Lighting and Interior Restroom Upgrades
- Fairgrounds Interior Lighting and Air Circulation Upgrades
- Brushy Creek State Recreation Area Cabins
- Union Grove State Park Cabin
- Otter Creek Wildlife Area Building Renovation
- Green Valley State Park New Office & Storage Building
- Maquoketa Caves Restroom Addition
- Kellerton Wildlife Area Building*
- Lake Keomah State Park Office*
- Odessa Wildlife Area New Headquarters Building

* work performed while employed by another firm



Jon provides electrical design leadership with an expertise in educational and recreational building types. His strong commitment to projects is evidenced by exceptional communication and attention to quality. His past experiences in the military contribute to his responsibility to meet project deadlines, respond promptly to project needs and questions, and meet client and design team expectations.

PROFESSIONAL EXPERIENCE

9 Years of Experience

9 Years with KCL Engineering

EDUCATION

Iowa State University
Bachelor of Mechanical
Engineering / 2007

DAVID BENTZ, PE

PRINCIPAL ENGINEER

CURRENT + NOTABLE PROJECT EXPERIENCE

Waukee CSD Transportation Facility

Designed of school transportation facility and fueling station that was shared with the city public works site. Circulation for both uses and ease of accessing the fueling station while keeping the facilities separated was a key component.

Heritage Park / Grimes, Iowa

Master planned, designed, and developed construction drawings for 2+ acre park within the Heritage at Grimes development. This public gathering space features a large open lawn, a sculpture park, native plantings, and connectivity to the surrounding multi-use development. Bishop Engineering developed all site layout, grading, and landscaping plans, in addition to SWPPP, SWMP, and all necessary infrastructure. Construction is anticipated to start in Spring 2020.

Walker Johnston Park / Urbandale, Iowa

Developed plans for a 450+ stall parking lot from an existing gravel lot. Working directly with the City of Urbandale, Bishop Engineering created the necessary site survey, layout, grading, and utility plans for the parking areas. A full SWMP was developed to include a large detention basin on the north side of the park, adjacent to Douglas Avenue. Bishop also developed the SWPPP for the project, assisted in bidding phases, and did construction staking for the pavement. Construction of the parking lot took place in 2012.

Fox Creek Park / Waukee, Iowa

Working as the consulting engineer, Bishop performed all site survey of the project area, and designed all necessary site utilities, SWMP, and SWPPP. Project scope was for Phase II of the park included design of all storm water structures and piping, site water service, and site sanitary service. Construction of the Phase II is anticipated for 2020.

Partial List of Additional Project Experience

- Urbandale Public Works
- Waukee High School
- Cowles Commons
- Krause Gateway Office Building
- DSM Fire Stations
- Urbandale Fire Stations
- MidAmerican Energy Company



David is a civil engineer with experience on a wide spectrum of project types and scopes. He has been in land development and site planning since 1997. His leadership within the Bishop Engineering team and his expertise in project management allow him to guide even the most complex projects from initial concept to finished construction documents within budget and on time.

PROFESSIONAL EXPERIENCE

23 Years of Experience

23 Years with Bishop Engineering

EDUCATION

Iowa State University
Bachelor of Science, Civil
Engineering / 2000

PROFESSIONAL REGISTRATIONS

Professional Engineer

- Iowa, No. 17143

ERIK RAKER

RAKER RHODES ENGINEERING PRESIDENT

CURRENT + NOTABLE PROJECT EXPERIENCE

- Holmes Murphy Office / Waukee, Iowa
- EMC Insurance Office / Des Moines, Iowa
- Lennox Administration Building / Urbandale, Iowa
- Market One Office Building / Des Moines, Iowa
- John Deere Office Expansion / Ankeny, Iowa
- Kingland Systems Campustown Redevelopment / Ames, Iowa
- Sukup Manufacturing Office/Showroom / Sheffield, Iowa
- Miesblock Office / Des Moines, Iowa
- Skogman / Cedar Rapids, Iowa
- Midland Building Renovation / Des Moines, Iowa



Erik has been the president of Raker Rhodes Engineering since its beginning in 2006 and practicing structural engineering since 2000. As principal-in-charge, Erik will be responsible for the design and integrity of the entire system. He will evaluate and ensure that the project is code-complaint, while adhering to each of the client's needs. Erik's experience on a wide variety of projects and project delivery types helps to ensure projects are coordinated, on budget, and on time.

PROFESSIONAL EXPERIENCE

- 17 Years of Experience
- 15 Years with Raker Rhodes

EDUCATION

- Iowa State University
- Master of Civil Engineering / 2000

PROFESSIONAL REGISTRATIONS

- Licensed Professional Engineer: Iowa, Nebraska, Kansas, Missouri, Arkansas, Indiana, Minnesota, Montana, Maryland, Arizona, Colorado, South Dakota, North Dakota, Oklahoma, Louisiana

JUSTIN CARON, MBA

AQUATICS PRINCIPAL-IN-CHARGE

PROFESSIONAL + CIVIC AFFILIATIONS

California Parks & Recreation Society
 Certified Aquatic Facility Operator (AFO)
 College Swimming Coaches Association
 National Recreation & Park Association
 USA Swimming
 World Waterpark Association Innovation & Technology Committee

CURRENT + NOTABLE PROJECT EXPERIENCE

Alga Norte Community Park and Splash Pad / Carlsbad, California
 Aria Gold Lounge Water Feature / Las Vegas, Nevada
 Butler Town Center Fountains / Gainesville, Florida
 Centre Lake Water Feature / Ontario, California
 Cerritos Sheraton Hotel Water Features / Cerritos, California
 Children's Park Water Feature Improvements / San Diego, California
 Cloisters on the Platte Meditation Water Feature / Omaha, Nebraska
 County Administration Center Waterfront Park / San Diego, California
 Des Moines University Activity Pool / Des Moines, Iowa
 Doubletree Ranch Park Splash Pad / Highland Village, Texas
 El Centro Splash Pad / El Centro, California
 Fontana Park Aquatic Center and Splash Park / Fontana, California
 GSA First Impressions Water Feature Improvement / San Diego, California
 Horton Plaza Water Feature and Spray Park / San Diego, California
 Ionis Exterior and Interior Water Features / Carlsbad, California
 LAX Automated People Mover Water Feature / Los Angeles, California
 LEGOLAND California Heart Lake Fountain / Carlsbad, California
 Manhattan Village Water Features Phase 1 / Manhattan Beach, California
 Oceanside Civic Center Fountains / Oceanside, California
 Pechanga Lobby Fountain / Temecula, California
 Richland Hills Civic Center Interactive Fountain / Richland Hills, Texas
 Southwest D.C. Duck Pond Improvements / Washington, D.C.
 The Grand Del Mar Water Features / Del Mar, California
 Valley View Casino and Hotel Water Feature / Valley Center, California



Justin has spent much of his life in and around pools. His unique combination of passion for swimming and technical knowledge enables him to relate to all members during the design process. Justin is responsible for project management, programming, planning, business development, and communication between the Client, other design professionals, and Aquatic Design Group.

PROFESSIONAL EXPERIENCE

15 Years of Experience
 15 Years with ADG

EDUCATION

Capella University
 Master of Business Administration / 2009

Auburn University
 Bachelor of Communications and Psychology / 2003

GREG FERRELL, AIA

AQUATICS ARCHITECT

PROFESSIONAL + CIVIC AFFILIATIONS

American Institute of Architects

NCARB

CURRENT + NOTABLE PROJECT EXPERIENCE

Adventure Park Wet Play Addition / Visalia, California
 Alga Norte Community Park and Splash Pad / Carlsbad, California
 Baker Park Pool and Splash Pad / Las Vegas, Nevada
 Butler Town Center Fountains / Gainesville, Florida
 Choctaw Casino and Resort Expansion / Durant, Oklahoma
 City Heights Pool Renovation / San Diego, California
 Doubletree Ranch Park Splash Pad / Highland Village, Texas
 Downtown Summerlin Water Features / Las Vegas, Nevada
 DryTown Waterpark Renovation / Palmdale, California
 East Oakland Sports Center / Oakland, California
 El Corazon Aquatic Center / Oceanside, California
 Elk Grove Aquatics Center / Elk Grove, California
 Grape Day Park Master Plan / Escondido, California
 Horton Plaza Water Feature and Spray Park / San Diego, California
 Ionis Exterior and Interior Water Features / Carlsbad, California
 Jurupa Valley Aquatic Center "The Cove" / Riverside, California
 LAX Automated People Mover Water Feature / Los Angeles, California
 Legacy International Show Water Feature / San Diego, California
 LEGOLAND Friends Splash Park / Carlsbad, California
 Manhattan Village Water Features Phase 1 / Manhattan Beach, California
 Maple Street Pedestrian Fountain / Escondido, California
 Miami Springs Aquatic Facility / Miami Springs, Florida
 NOHO West Plaza Fountain / Los Angeles, California
 Rancho Cordova Community Pools Improvements / Rancho Cordova, California
 Richland Hills Civic Center Interactive Fountain / Richland Hills, Texas



Greg Ferrell is a registered architect with more than 300 completed aquatic projects in his professional career. His experience consists of programming, master planning, concept design, and construction document drawings for resorts, waterparks, municipal recreation, high school competition, leisure aquatic facilities, and water features. In addition, Greg has extensive experience with understanding the complexities associated with large-scale resort projects.

PROFESSIONAL EXPERIENCE

13 Years of Experience

13 Years with ADG

EDUCATION

New School of Architecture and Design

Bachelor of Architecture / 2011

Brigham Young University

Bachelor of Civil Engineering / 2006

PROFESSIONAL REGISTRATIONS

Licensed Professional

Architect: California, Florida, D.C.

DAN METCALFE

SALES



Dan has worked in the ice rink construction and accessory industry for over 8 years and 30+ years in a sales position. He is responsible for the correspondence on the bidding and the and pre-construction needs of the city.

CHRIS SCHNEIDER

PROJECT MANAGER



Chris serves your project as a founding partner of American Arena with over 20 years of construction experience from commercial and residential construction to ice rink floor and mechanical construction. With nearly 75 ice rink projects in his portfolio, you can rest assured that your project will be a success from start to finish.



**CONTRACT FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES
FOR THE DOWNTOWN PLAZA FOR THE CITY OF AMES**

THIS AGREEMENT, made and entered into effective the 27th day of July 2021, 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 Confluence, 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 for the Downtown Plaza per Scope of Services attached hereto as Exhibit A. The City's terms, conditions and insurance requirements are part of the agreement.

The City, without invalidating the Agreement, may direct changes in the services 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: Site Analysis	\$16,824.00
b. No. 2: Schematic Design Phase	\$57,545.00
c. No. 3: Design Development Phase	\$71,455.00
d. No. 4: Construction Document Phase	\$102,896.00
e. No. 5: Bidding & Negotiation Phase	\$15,149.00
f. No. 6: Construction Management & Project Close out	\$51,881.00
g. No. 7: Reimbursables	\$ 9,500.00

The maximum total amount payable by the City of Ames under this Agreement is \$325,250.00 and no greater amount shall be paid without written amendment.

B. Payment will be made upon completion of the services and acceptance by the City of Ames. Provider shall submit an invoice upon completion of the services. The invoice shall include an itemization of the services 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. 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 services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Provider shall include all sub-consultants as insured under its policies. All coverages for sub-consultants 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 services, 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 services 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 Sub-consultant, 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 sub-consultants 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 courts for Story County, Iowa.

**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
NOTICE**

All notices under this Agreement shall be in writing. Notices shall be deemed to have been given: (i) upon hand delivery or (ii) if sent by Regular Mail, within seventy-two (72) hours after the 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 parties.

City of Ames:
Corey Mellies
Fleet & Facilities Director
515 Clark Ave, PO Box 811
Ames, IA 50010

Confluence, Inc.:
Denise Hurt
Project Manager
1312 Locust Street, Suite 100
Des Moines, IA 50309

XIII

DURATION

This Agreement shall be in full force and effect from and after July 27, 2021, until completion of the Services, 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  _____

Attest by: _____
Diane R. Voss, City Clerk


Printed Name and Title

**CITY OF AMES, IOWA
TERMS & CONDITIONS**

I. SUBMISSION OF PROPOSALS

Prior to award of contract, the successful Consultant may be required to complete the City's Assurance of Compliance with the City's Affirmative Action Program and Employee Utilization Report.

II. RESERVATIONS

The City reserves the right to reject any or all proposals, to waive informalities, and to make such award as it shall deem to be in the best interest of the City.

The City reserves the right to negotiate all elements that comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. The City and the finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Consultant may offer and City may accept revisions.

The City reserves the right to cancel any contract if there is a failure at any time to perform adequately the duties and responsibilities stipulations of these contract documents.

III. INTERPRETATION

If any Consultant is in doubt as to the intent or meaning of any part of this document, they should contact the Purchasing Manager, City of Ames, Iowa in time to receive a written reply before submitting their proposal.

IV. ERROR IN PROPOSALS

Consultants or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Consultant's own risk, and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of Consultant.

Irregular Proposals: No proposal will be considered which contains a clause in which the Consultant reserves the right to accept or reject a contract awarded by the Council.

V. GOVERNING LAW

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

VI. CONSULTANT'S RESPONSIBILITIES

The Consultant is charged with the responsibility of satisfying themselves as to the services required under this contract and all other matters, which can affect or modify the terms or obligations incorporated herein before submitting his or her proposal.

VII. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede oral statements of any and every official or other representative of the City, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

VIII. CONSULTANT FORMS, TERMS, AND CONDITIONS

If a Consultant intends to request that the City complete any Consultant application form, or any Consultant agreement form, or agree to any Consultant terms or conditions in connection with the proposed contract, the proposed forms and/or terms or conditions must be submitted with the proposal for review by the City's legal counsel during the evaluation of the proposal. This includes, but is not limited to Consultant credit application and customer agreement forms, Consultant lease forms, Consultant terms/conditions of sale, Consultant shipping or delivery terms, and Consultant billing/payment terms.

Consultants are advised that in the event any such forms or terms contradict City specifications or other contract requirements, the proposal may be rejected due to the contradiction unless Consultants has indicated deletion of such clauses prior to submission to the City. If such forms/terms indicate a firm other than the Consultant is in any way a party to the proposed contract, the proposed party must also indicate concurrence with deletion of such clauses.

If such forms or terms or conditions require that payments be remitted to other than the Consultant, Consultant shall indicate the name and address of the firm to whom Consultant would request payments to be made, and the firm's relationship to the Consultant.

If no Consultant forms or terms or conditions are included with the proposal, no such forms or terms or conditions will be approved by the City during the evaluation or award processes or following award of contract. If the proposal does not indicate the proposed Consultant, vendor, or payee to be a person or company other than the Consultant 1) only the Consultant will be considered as Consultant/vendor, and 2) payments will be made only to the Consultant to whom the contract is awarded. If the proposal does not clearly indicate that a person or company other than or in addition to the Consultant would in any way be a party to the proposed contract, only the Consultant would be considered the Consultant.

The City will in no case agree to contract terms or conditions not in compliance with City specifications and/or not submitted for review with proposals.

IX. OWNERSHIP OF MATERIALS

All reports, documents, drawings, specifications, electronic data or other materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

The Consultant shall furnish to the City, copies of all documents that were developed in the course of services for the City and for which compensation has been received by the Consultant.

X. PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Consultant shall 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 Consultant 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.

With respect to any confidential information, the Consultant obligations of nondisclosure set forth above shall continue to apply to such information for as long after the Agreement expires or terminates, as such information remains confidential.

XI. PUBLIC RECORDS

The release of information by the City to the public is subject to Iowa Code Chapter 22 and other applicable provisions of the law relating to the release of records in the possession of the City. Consultants are encouraged to familiarize themselves with these provisions prior to submitting a proposal. All information submitted by a Consultant may be treated as public information by the City unless the Consultant properly requests that information be treated as confidential and cites to applicable open records exception, in which case the City will notify the Consultant of any pending public records requests to allow the Consultant to seek court protection. In the event the Consultant marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the City may reject the proposal as noncompliant.

XII. REGULATORY COMPLIANCE

The selected Consultant shall be responsible for maintaining all regulatory compliance associated with the proposed services. The selected Consultant shall comply with all applicable Federal, State, and local laws and ordinances. The selected Consultant shall protect and indemnify the City and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the selected Consultant and by any subcontractors, agents, or employees.

XIII. EXECUTION OF CONTRACT

City will notify the successful Consultant. The notification of award will be accompanied by the required number of unsigned counterparts of the contract. The successful Consultant shall sign and deliver the required number of counterparts of the contract together with the required evidence of insurance coverage's as called for in the proposal documents.

No proposal shall be considered binding upon the City until the contract is properly executed by both parties.

City shall deliver one fully signed copy of the contract to the successful Consultant.

XIV. ADDITIONAL SERVICES

The City reserves the right to request to continue appropriate design services with the selected Consultant if the City decides to move forward with the project.

XV. NON-COMPENSATED SERVICES

If the cost opinion exceeds the budgeted construction cost, the City may choose to revise the project scope and/or quality as required to reduce the overall cost. If City chooses to proceed in this manner, the Consultant shall be responsible for all costs associated with modifying the design.

If the lowest responsive, responsible bid exceeds the budget construction cost, the City may choose to revise the project scope and/or quality as required to reduce the projected construction costs. If

City chooses to proceed in this manner, the Consultant shall be responsible for all costs associated with modifying, printing and issuing the bid documents as necessary to obtain new bids.

Services required to correct errors, omissions, or deficiencies by the Consultant or other Professional Consultants that become apparent during construction or after completion of the project.

The accounting records of the Consultant and its Professional Consultants shall distinguish those services from all other services provided.

XVI. ASSIGNMENT

This contract may not be assigned or transferred by any party without the prior written consent of the other parties.

XVII. 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 City and Consultant.

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 Consultant and City. The Consultant shall provide documentation and analysis of costs relating to any increase in sufficient detail as may be requested by the City.

The Consultant 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.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

XVIII. PAYMENT

Payment to the Consultant on basic services, additional services and reimbursable expenses will be made monthly upon receipt of invoice.

Invoices referencing the applicable City purchase order shall be sent to the following address:
City of Ames, Finance Department – Accounts Payable, PO Box 811, Ames, IA 50010

XIX. TERMINATION

In the event the project or contract is terminated for any reason, the Consultant shall be paid for services satisfactorily performed and unpaid reimbursable expenses incurred prior to the receipt of written notice of termination.

The contract may be terminated by either party upon fifteen (15) days written notice should the other party fail substantially to perform with its terms through no fault of the party initiating the termination.

The contract may be terminated by the City upon not less than fifteen (15) days written notice to the Consultant for the City convenience and without cause.

Non-appropriation of Funds: Although the City has already allocated funds for the anticipated cost of this review, notwithstanding other provisions of any award resulting from this Request for Proposal, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, then the City reserves the right to terminate this agreement without penalty by giving not less than 30 days written notice documenting the lack of funding.

END OF SECTION



This Page Not Used

**CITY OF AMES, IOWA
SPECIAL CONDITIONS
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES PROVIDERS**

The Consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Iowa, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the services, the Consultant shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG 00 01 covering Commercial General Liability.
- B. Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.
- C. Worker's Compensation insurance as required by the Laws of the State of Iowa and Employers Liability insurance.
- D. Professional Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the laws of the State of Iowa.
- D. Professional Liability (Errors & Omissions): Insurance shall be in an amount not less \$1,000,000 each claim and annual aggregate.

The Consultant shall add the City of Ames, its officials, employees and agents as additional insured under the commercial general liability, automobile and professional policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

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.

To the fullest extent provided by the laws of Iowa, the insurer shall agree to waive all rights of subrogation against the City of Ames, its officials, employees, and volunteers for losses arising from services performed by the Provider for the City.

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.

Consultant shall furnish the City with certificates of insurance effecting coverage required by this clause.

The certificates 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 services commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

III. INDEMNIFICATION

To the fullest extent permitted by law the Consultant 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 services, 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 services 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 Sub-consultant, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

In no case will the Consultant'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.

Questions concerning these requirements should be directed to: City of Ames Bill Walton, Risk Manager
515 Clark Avenue, Ames, IA 50010
Ph: 515-239-5102

END OF SECTION