



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: March 20, 2023
Item: Design and Engineering Contract – Roadside Tennis Courts

Council Action Requested: Accept quote and authorize staff to engage ISG, INC. to complete design, engineering, bidding and construction administration for the reconstruction of Roadside Tennis Courts and parking lot.

Background Information: The City of Hastings has operated tennis courts at 990 Ashland Street since the mid to late 1930's with the current layout of 6 tennis courts being in place since the mid-1980's. It is past time to address the poor surface conditions through a reconstruction project.

Staff solicited quotes from three reputable design firms and had two firms submit quotes while the third advised they were not providing a quote. Both quotes were submitted on time and are thorough.

Both quotes are for exactly the same amount, \$27,700.00, however ISG, INC's quote includes a topographical survey, which would be a \$4,000.00 add on to Larson's quoted price.

The City has worked with ISG, INC. on multiple projects and has found the firm to be professional, competent, detail oriented, and easy to work with. Staff recommend accepting the quote and authorize staff to engage ISG, INC. to complete the design, engineering, bidding and construction administration for the Roadside Tennis Court reconstruction project.

Financial Impact: Park Dedication fees will be used to complete the Design & Engineering as well as the reconstruction project. Estimated construction costs are \$300,000.00 in addition to D&E costs of \$27,700.00.

Staff are pursuing a couple of grant opportunities, one through USTA, one through the Norther Region USTA, and one through Dakota County's SHIP Grant program. It is unknown if any of these grants will be awarded for this project at this time.

Advisory Commission Discussion: None

VIII-05

Council Committee Discussion: None

Attachments:

- Quotes

MARCH 06, 2023

Chris Jenkins
Parks and Recreation Director
City of Hastings
920 West 10th Street
Hastings, MN 55033
651-480-6176
CJenkins@hastingsmn.gov



RE: PROFESSIONAL DESIGN + ENGINEERING SERVICES PROPOSAL FOR TENNIS COURTS
IMPROVEMENTS AT ROADSIDE PARK - HASTINGS, MINNESOTA

Chris,

ISG appreciates the opportunity to provide the City of Hastings (City) with a professional design services proposal for survey, construction documentation, bidding, and partial construction administration for court resurfacing at Roadside Park Tennis Courts. We understand the total base project construction budget is \$300,000. It is expected that all design and construction will take place in 2023. The following is ISG's summary of scope understanding for design and engineering services:

- Topographical Survey
- Preliminary + Final Design
 - Selective Site Removals (Bituminous, Curb, Tennis Netting, Fencing [Salvage + Reinstall Only])
 - Erosion Control
 - Paving, Court Surfacing, and Court Netting Systems for up to (3) Tennis and (8) Pickleball Courts
 - Site Restoration
- Bidding
- Limited Construction Administration

It is ISG's understanding that the project will not require scope for new fencing, power or lighting, or any other utilities. ISG assumes that a Stormwater Report and Stormwater Pollution Prevention Plan are not required. ISG also assumes that the current condition of the court pavement section has performed satisfactorily, and a geotechnical report is not required. ISG can update this proposal as requested for a new or revised scope to include any additional needs.

SCOPE OF SERVICES

Topographical Survey

ISG will provide a topographical survey to be used as the base data information for the project. The survey will include elevation shots across the site and include existing concrete and bituminous pavement, fencing, and public underground utilities based on the extents of the existing courts and parking lot. The survey will verify existing topographic conditions and help determine the extent of potential improvements based on actual existing grades. The completion of the survey is weather dependent.

DELIVERABLES

- One (1) Topographical Site Survey to Scale (PDF)

Preliminary Design

ISG will participate in a virtual kickoff meeting with the City to confirm schedule, scope, and preliminary layout considerations. The information collected at the kickoff meeting will be used to prepare the Preliminary Design Package, which will include the following anticipated preliminary plan sheets: cover, removals, site layout (including court striping), grading, and restoration. ISG

will provide a colored court plan with selected court types and color options for City review. ISG will also provide preliminary options for tennis and pickleball court netting systems.

DELIVERABLES

- Participate in One (1) Virtual Kickoff Meeting
- Preliminary Court Plan (In Color)
- Preliminary Design Package (Includes Tennis and Pickleball Netting System Options)
- Preliminary Opinion of Probable Costs

Final Design

Based on City feedback, ISG will prepare construction documents for the proposed improvements outlined within this proposal. The construction documents will include the following anticipated plan sheets: cover, details, site layout, court, grading, and restoration. The construction documents will include a specifications book and together will be used to bid the project. Per City Building Official, it is assumed that only an accessibility review of the plans is needed and ISG will provide the 95% plans for the Building Official to review during this time and no other permit are required. All Permitting fees will be the responsibility of the City. If additional permits are required ISG will coordinate based on a Time and Materials (T&M) basis as directed by the City.

DELIVERABLES

- 95% Construction Document Page Turn Meeting with One (1) Round of Comprehensive Package Edits
- 100% Construction Document Package (Drawings + Specifications)

Bidding

ISG will prepare the bidding documents, including plans and specifications using the preferred City bidding platform. It is assumed the project will be bid digitally through QuestCDN and will also have a public bid notice posted with the local newspaper. During the three-week bidding period, ISG will respond to contractor questions and issue any addenda as needed. Once bids are received ISG will review the bids and provide a bid summary and letter of recommendation.

DELIVERABLES

- Provide one (1) bidding package PDF
- Provide one (1) Advertisement for Bid
- Respond to Contractor Questions
- Issue Addenda (As Required)
- Provide a Bid Summary and Letter of Recommendation

Limited Construction Administration

ISG will perform limited construction administration by attending the pre-construction meeting, reviewing shop drawings, and participating in the punch list and project close out. In addition to the preconstruction meeting and site punchlist walkthrough, ISG assumes up to two (2) site visits to observe construction. Additional site visits will be billed as a time and materials basis.

DELIVERABLES

- Attend the Pre-Construction Meeting
- Review Shop Drawings, Submittals, RFIs, and Respond to General Contractor Questions
- Up to Two (2) Construction Observation Site Visits
- Participate in a Punchlist Walk Through + Project Closeout

COMPENSATION

ISG proposes to provide the scope of services described within this proposal for compensation per the following schedule as a lump sum (unless otherwise stated) per the services below:

SERVICE	COMPENSATION
Topographical Survey	\$2,700
Preliminary Design	\$5,500
Final Design	\$9,500
Bidding	\$4,500
Limited Construction Administration	\$5,500
TOTAL	\$27,700

Anticipated reimbursable expenses such as travel time, mileage, and printing costs are included within the compensation listed above.

ISG appreciates the opportunity to provide a solution tailored to the needs of this project. Please contact us at 952.426.0699 with any questions regarding our services or this proposal. Upon acceptance of this proposal, please sign the acknowledgment box on the following page and return a copy to our office.

Sincerely,



Amanda Prosser, PLA
Vice President + Sports Rec Business Unit Leader



Mitchell Workmon, PLA
Project Manager

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2023.

Name: _____

Title: _____

Signature: _____

This proposal is valid for 30 days.

APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.

↖ bit.ly/termsConditions2022_ISG

CONSTRUCTION BUDGET

It is our understanding from the RFQ information that for the anticipated scope of work summarized above, the construction cost was estimated be up to approximately \$300,000.

SCOPE OF SERVICES

Based upon our understanding of the project listed above, LEI will provide the following services:

Design and Construction Documents

- Project engineer to visit the site to review the existing conditions.
- Prepare engineering documents including: existing conditions & demolition plan, layout/dimension plan, paving plan, and construction details for the tennis court, pickleball court, and parking lot work. Engineering documents will be provided to the City of Hastings Parks & Recreation staff for review at approximately 90% completion.
- Develop general and technical specifications for each aspect of the proposed work.
- Attend up to two (2) coordination meetings with the City of Hastings Parks & Recreation staff to discuss issues relating the design of the project.

Bidding

- Provide the City of Hastings Parks & Recreation Department with an Advertisement for Bids document that can be published in the local paper, City website, or other publications to notify public and contractors of this work.
- Notify several reputable contractors of the proposed work to solicit bids.
- Print construction documents for the City of Hastings Parks & Recreation staff, if desired.
- Provide electronic copies of the plans and specifications for bidders and regional plan rooms
- Post construction documents to Quest CDN for contractor bidding.
- Maintain a plan holder's list through bid opening.
- Issue addenda for clarification of the documents as necessary.
- At the bid opening our personnel will assist the City of Hastings Parks & Recreation staff and provide a bid tabulation form.
- When the low bidder has been determined, our personnel will check references and make recommendations to the City of Hastings Parks & Recreation staff concerning the work history and qualifications of the firm under consideration.

Construction Administration

- We have assumed the City of Hastings Parks & Recreation will provide a purchase order or contract for the work between the City and the selected contractor.
- Assist the City of Hastings Parks & Recreation staff to conduct the pre-construction meeting.
- Review material submittals and shop drawings.

- We have assumed that the City of Hastings Parks & Recreation staff will review contractor pay requests.
- Provide one to two inspections during the construction process as requested with reports documenting project progress.
- Conduct the substantial completion inspection and create a punch list.

ADDITIONAL SERVICES beyond the scope of this agreement including but not limited to:

- Additional Engineering and Drafting due to redesign or relocation of the parking lot or tennis and pickleball courts, after the initial design and layouts are prepared, when requested by the City of Hastings Parks & Recreation.
- Storm water modeling, calculations, and storm water treatment design
- Prepare Stormwater Pollution Prevention Plan (SWPPP)
- Attending construction meetings.
- Topographic survey
- Geotechnical evaluation
- Construction layout/staking.
- As-Built or Record Drawings.
- Special Inspections.
- Hazardous materials.

Additional services shall be charged on a Time and Materials basis as shown below, only after written authorization to proceed is received from the City of Hastings Parks & Recreation.

Principal	\$280.00/hr.	Graduate Engineer	\$160.00/hr.
Project Manager	\$185.00/hr.	CADD Tech	\$130.00/hr.
Registered Engineer	\$175.00/hr.	Clerical	\$95.00/hr.
Design Engineer	\$170.00.	Technician/Intern	\$120.00/hr.

ENGINEERING FEES

We propose to perform the design and limited construction administration services for the above project at Roadside Park described herein for the following fees in accordance with our Standard Terms and Conditions:

<i>Design and Construction Documents</i>	<i>\$19,900</i>
<i>Contractor Bidding</i>	<i>\$1,900</i>
<i>Construction Administration</i>	<i>\$5,900</i>
<i>Larson Engineering Total</i>	<i>\$27,700</i>

Our fees do not include costs for obtaining a topographic survey of the work areas or for soil borings and geotechnical evaluations for the parking and court areas. We have assumed these services will be retained by the City of Hastings Parks & Recreation, if needed.

<i>Topographic Survey (estimated cost)</i>	<i>\$4,000</i>
<i>Geotechnical Evaluation (estimated cost)</i>	<i>\$6,000</i>

REMARKS

We appreciate the opportunity to provide this proposal for this project at Roadside Park. Please review this information and if our proposal is acceptable, please sign one copy and return it to us as our authorization to proceed. If you have any questions, please call us at 651-481-9120.

Sincerely,
Larson Engineering, Inc.



Greg A. Buchal, P.E.
Project Manager

PROPOSAL ACCEPTANCE:

Please proceed with the scope of services described above:

ACCEPTED BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

TERMS AND CONDITIONS

1. **Invoicing and payment:** Invoices shall be rendered monthly in proportion to services performed. Full payment is due within 30 days of invoice unless other terms are specifically determined in writing.
2. **Interest and Unpaid Balance Due:** If any payment is not paid by Client when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%) per month until paid. (Annual effective rate = 18%).
3. **Attorney Fees and Collection Costs:** In the event it becomes necessary for LEI to refer an unpaid account to any attorney or collection agency, then in addition to any amount due to LEI, LEI will be entitled to recover its costs of collection, which includes reasonable attorney fees. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
4. **Document Ownership:** All original calculations, sketches, building models and/or construction documents (Documents) prepared by LEI shall remain the property of LEI unless other terms in writing are agreed upon by both parties. Any copies of Documents held by Client shall be considered instruments of professional services. Client shall not reuse or make any modifications to Documents without the prior written authorization of LEI. Client agrees, to the fullest extent permitted by law, to indemnify and hold LEI harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of Documents by Client or any person or entity that acquires or obtains Documents from or through Client without the written authorization of LEI.
5. **Document Coordination:** LEI reserves the right to withhold documents scheduled for bid/construction release if sufficient design information from the Client, required for the production of accurate bid/construction documents, is not provided to LEI in a timely manner. Furthermore, Client to provide LEI with a complete set of construction documents (drawings and specifications) at time of bidding/pricing and all subsequent addenda as soon as they are distributed to contractors. LEI will not be responsible for coordination of information not provided to LEI in a timely manner.
6. **Enforcement of Proposal:** The terms of this Proposal shall be enforceable if any Work is provided by LEI upon the direction of the Client, either verbal or written, and no other agreement has been made, whether or not a copy of this Proposal, endorsed by the Client, is returned to LEI. Furthermore, changes to this document are not considered binding unless received in writing and accepted in writing by both original signers of this Proposal. This Proposal shall remain in effect for 30 days of the date hereof.
7. **Agreements:** This Proposal represents the entire agreement between Client and LEI and supersedes all previous oral and written agreements on the subject project. LEI shall not be held to the terms of any other agreements or contracts, unless expressly made part of this agreement and amended in conformance with the Terms and Conditions of this Proposal.

8. **Site Visitations:** Site visits during construction included within this Proposal, are for the purpose of determining whether the construction work associated with this Proposal is in accordance with the Contract Documents. These Site Visits shall not constitute responsibility on the part of LEI for construction means and methods nor safety precautions and shall not relieve the Contractor of any responsibilities in conjunction with their work unless specifically stated within the Scope of Work of this Proposal.
9. **Liability:** The amount of liability will be limited to the amount of our fee.