

CITY OF CASCADE, IOWA
COUNCIL MEETING AMENDED AGENDA & PUBLIC NOTICE
Monday, October 9, 2023, 6:00 P.M.
CITY HALL, 320 1ST AVE WEST

NOTICE: Notice is hereby given that the Cascade City Council will hold a meeting at 6:00 PM on Monday, October 9, 2023, at City Hall. Any visually or hearing-impaired person with special accessibility needs should contact the City Clerk at 563-852-3114.

Meetings are live streamed at www.cilvofcascade.oro and on Local Access Channel 18

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approve Agenda**
- 5. Public Comment (Limit 3 minutes per person-Agenda Items and Local Government Issues)**
- 6. Consent Agenda - Review and approve the following:**
 - 1. Minutes: City Council 9/25/23, Library Board 10/3/23, Board of Adjustment 8/23/23, 8/30/23**
 - 2. Liquor License - Annual Renewal - Two Gingers**
 - 3. October 9, 2023 Claims and September 2023 Reports**
- 7. Consideration of Mayoral Appointments to Planning and Zoning Commission 2023-2026**
- 8. Consideration of Resolution #74-23 Setting A Public Hearing for October 23, 2023 To Approve Library Construction Plans and Authorize Invitations to Bid**
- 9. Consideration of Resolution #73-23 Setting Date for Public Hearing on Designation of the Expanded Cascade Urban Renewal Area and on Urban Renewal Plan Amendment**
- 10. Consideration for Resolution #75-23 Approval to Proceed with Dog Park Fencing**
- 11. Discussion on Health Insurance Agent of Record**
- 12. Discussion on Mural Ribbon Cutting Nov. 17 and Swag Items (Shirts, Glasses, Posters, etc)**
- 13. Consideration of Resolution #76-23 Contract Amendment for FEH Design for Re-Bid of Library *****
- 14. Reports - Police Chief, Library Design Committee, City Administrator**
 - 1. Police Monthly Report-September 2023**
- 15. Public Comment (Limit 3 Minutes per person-only items on this agenda)**
- 16. Adjournment**

*** Added Item

Lisa Kotter

From: Kevin Eipperle <kevine@fehdesign.com>
Sent: Friday, October 6, 2023 4:43 PM
To: Lisa Kotter
Cc: Christy Monk; Michael Gehl
Subject: Contract amendment for engineering and design changes.
Attachments: Potential cost savings 2023-10-4.pdf; Timeline Cascade Library - 10-6-2023.pdf; Contract amendment #3.pdf

Lisa,

Attached is the contract amendment #3 as discussed. We heard you say that this is difficult to accept with the frustrations over the high bids. Unfortunately, it is the costs that make these changes. In an effort to minimize the costs, FEH Design is providing an in-kind contribution of a portion of our services as a credit against this fee. This is not something we would normally do, but with staff and family in the community we feel a strong connection to the project.

Please sign and return this once it is approved so we can get the engineers started on the changes. We have started the architectural changes already. If there is concern with this fee or a change in the agreed to cost saving measures, please let us know right away so we can adjust schedules and inform the engineers. The engineers are allocating time and are ready to get started in an effort to meet the Nov. 7 issue date.

Kevin J. Eipperle / AIA LEED AP , PRESIDENT, ARCHITECT



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RESOLUTION #76-23

**A RESOLUTION AUTHORIZING THE APPROVAL OF AMENDMENT #3 TO THE
CONTRACT WITH FEH DESIGN FOR DESIGN OF THE NEW PUBLIC LIBRARY IN
THE CITY OF CASCADE, IOWA**

WHEREAS, the City Council has entered into an agreement with the FEH Design Team to complete the design of the new Cascade Public Library, and;

WHEREAS, the contract calls for separate fees charged to the City for re-designing the building for a second bid process, and;

WHEREAS, the FEH Team must hire numerous subcontractors to re-design parts of the project to bring the costs in line with the FEH original estimates as outlined in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cascade, Iowa, approves Amendment #3 of the FEH Design Contract, which is attached as Exhibit A, in the amount of \$37,195, and authorizes the City Administrator to sign the document.

PASSED, APPROVED AND ADOPTED this 9th day of October, 2023.

Steve Knepper, Mayor

ATTEST:

Kathy Goerd, City Clerk

 **AIA** Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Cascade Public Library
Cascade, Iowa

AGREEMENT INFORMATION:
Date: January 25, 2021

AMENDMENT INFORMATION:
Amendment Number: 003
Date: 2023-10-6

OWNER: *(name and address)*
City of Cascade, Iowa
320 First Avenue
Cascade, Iowa

ARCHITECT: *(name and address)*
FEH Associates, Inc. dba FEH Design
951 Main Street
Dubuque, Iowa 52001

The Owner and Architect amend the Agreement as follows:
Bids received for the project were \$1.1M dollars beyond the Owner budget as a result of construction cost inflation, availability of some subcontractors and suppliers, and other market conditions. As a result, the Owner has decided to have the design team make the changes listed on the attached Exhibit A - potential cost savings list dated 2023-10-4. Those changes result in significant additional effort and duration of work by the design team.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

1. Civil Engineering off-site improvements made by the city at final CD phase review meeting. $\$2,000 \times 1.1 = \$2,200$
2. Civil Engineering changes listed on the Exhibit A. $\$2,650 \times 1.1 = \$2,915$
3. Civil Engineering calculation of site work quantities for bidder reference. $\$2,400 \times 1.1 = \$2,640$
4. MEP Engineering services for revisions of HVAC design. $\$7,400 \times 1.1 = \$8,140$
5. MEP Engineering services for revisions of Electrical design. $\$5,000 \times 1.1 = \$5,500$
6. Structural Design changes for many items. \$2,800
7. Interior design changes for multiple items. \$1,200
8. Architectural design changes for numerous items. \$8,600
9. Rebidding process, 5 weeks of working with bidders. \$10,200.

Subtotal fee = \$44,195
In kind FEH Credit - \$7,000
Total additional fee = \$37,195

Schedule Adjustment:

See attached Exhibit B - revised timeline dated 2023-10-6

SIGNATURES:

FEH Associates, Inc. dba FEH Design

ARCHITECT *(Firm name)*



SIGNATURE

Kevin J. Eipperle, AIA, Principal

PRINTED NAME AND TITLE

2023-10-6

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Cascade Public Library - Planning Timeline

| | | |
|--|----------------|----------------|
| 2023-10-6 | | EXHIBIT B |
| Redesign Review | 12 Noon Tues. | Oct. 3, 2023 |
| Redesign Review | 12 Noon Wed. | Oct. 18, 2023 |
| City Council meeting Public Hearing to adopt plans, specs, and form of contract | 6:00 PM Mon. | Oct. 23, 2023 |
| Issue Bid documents to printer | Friday | Nov. 3, 2023 |
| Pre-bid meeting at City Hall & tour site | 10:00 AM Wed. | Nov 8, 2023 |
| Issue addendum #1 | Friday | Nov. 10, 2023 |
| Bidding – Final bids DUE to Lisa at City Hall | 3:00 PM Tues. | Dec. 5, 2023 |
| Library Board meeting – Architect’s Recommendation | 5:15 PM Thurs. | Dec. 7, 2023 |
| City Council meeting - Award/approve contracts | 6:00 PM Mon. | Dec. 11, 2023 |
| Groundbreaking Ceremony | 5:30 PM Wed. | March 18, 2024 |
| Start Construction Period, 12 months | Monday | March 18, 2024 |
| Ongoing bi-weekly construction progress meetings | | |
| Substantial Completion date | Friday | March 7, 2025 |
| Final Cleaning | | March 2025 |
| Furniture installation | 2 weeks | March 2025 |
| Technology installation | 2 weeks | March 2025 |
| Final Completion date | Friday | March 28, 2025 |
| Move into building | | March/April |
| Grand Opening & Dedication | | April 2025 |

| Items agreed too | | Savings | notes |
|------------------|---|-------------|------------------------------------|
| 1 | Change from Geothermal to conventional HVAC | Y \$135,000 | plan high efficiency Alternate bid |
| 2 | Change duct liner to glass fiber | Y \$10,000 | |
| 3 | Remove the Attic from the project, go to flat roof | Y \$275,000 | |
| | Packaged roof top units above the meeting room, no addition req'd | Y \$40,000 | |
| | Allows reducing the height of the building by 18" | Y \$54,000 | depends upon materials |
| 4 | Reduce Wood trim, finish carpentry | Y \$16,000 | Consider revising to poplar |
| | Revise exterior windows to aluminum storefront | Y \$15,000 | |
| | Eliminate Exterior Curved Windows and Curved Lintels | Y \$2,500 | |
| 5 | Eliminate engineered glazing requirement | Y \$20,000 | |
| 6 | Eliminate the Digital sign exterior sign and base | Y \$50,000 | |
| 7 | Change shingles from 100% recycled Rubber to Asphalt | Y \$20,000 | |
| 8 | Eliminate the fireplace limestone above mantel inside & outside | Y \$18,000 | |
| 9 | Reduce the amount of cut limestone, including the interior bridge | Y \$10,000 | |
| 10 | Reduce amount of limestone, change to more brick | Y \$45,000 | |
| 11 | Eliminate the curved glulams at the shade structure | Y \$24,000 | go to straight |
| 12 | Eliminate stone retaining walls and eliminate children's patio | Y \$26,000 | Slope grade to south door |
| 13 | Eliminate the curved railing at children's patio | Y \$8,000 | |
| 14 | Change flagpole to external light and halyard | Y \$2,300 | |
| 15 | Change fluid applied air barrier to building wrap | Y \$16,000 | |
| 16 | Reduce the amount of sidewalk, long curved walk | Y \$10,000 | |
| 17 | Reduce clerestory size by 20% | Y \$12,000 | |
| 18 | Reduce lighting cost by 5% | Y \$6,000 | Consider alternate fixtures |
| 19 | Eliminate sound baffles at Adult light fixtures | Y \$8,000 | |
| 20 | Change continuous foundation insulation to one side | Y \$14,000 | Must meet code requirements |
| 21 | Eliminate high tower roof | Y \$24,000 | Step roofline at corner |
| 22 | Solid surface at circ desk instead of quartz | Y \$2,200 | |
| 23 | Slope structure at low slope roofs to eliminate tapered insulation | Y \$7,040 | tapered is \$1.76/BF |
| 24 | Increase roof insulation from R30 to R40 | Y -\$12,500 | |
| 25 | Extend Children's bay window area to allow moving door to west, less walk. | Y -\$8,000 | more SF & volume |
| 26 | Add alarm to the children's area door | Y -\$260 | |
| 27 | Revised ceiling fan, quantity and manufacturer from 4 to 3 | Y \$2,400 | |
| 28 | Eliminated Fireplace Windows (4), add back the masonry and wall areas | Y \$2,600 | |
| 29 | Eliminated Piers on west (4) | Y \$7,600 | |
| 30 | Revised Silo exterior material | Y \$1,900 | |
| 31 | Eliminated tower curved windows, add back masonry and wall area | Y \$2,800 | |
| 32 | Eliminated curved lintel elements at entrance | Y \$700 | |
| 33 | Reduce all sound baffles by and average of 15% | Y \$2,000 | |
| 34 | Eliminate the trash enclosure masonry wall, 16'x 4' h install fence | Y \$7,000 | |
| 35 | Eliminate cost of utilities/temporary water, power & heat during construction | Y \$6,000 | make it by Owner, was in soft cost |
| 36 | Change raised roof area to a single slope up to the south | Y \$82,000 | |
| 37 | Eliminate the energy recovery aspects of the HVAC system | Y \$30,000 | |
| 38 | Eliminate the needs for Johnson HVAC Controls | Y \$48,000 | |
| 39 | Reduce the quantity of security camera rough-in locations from 24 to 14 | Y \$2,000 | |
| 40 | Expand the size of the mechanical and storage room to the north by 230 SF | Y -\$24,000 | |
| 41 | Engineering, architecture redesign & rebidding fees | Y -\$37,195 | |

| | |
|---|--------------------|
| Subtotal | \$983,085 |
| General Contractor mark-up 6%, general conditions 9%, bond 1% | \$157,294 |
| Potential savings | <u>\$1,140,379</u> |

Items staying in the project from committee feedback

| | | | | |
|----|---|-----|-----------|--------------------------|
| 1 | Eliminate the entire shade structure - alternate bid | ALT | \$36,000 | remain as Alternate bid |
| 2 | Reduce interior windows by 20% | N | \$15,000 | |
| 3 | Eliminate the sound Baffle, children's and adult | N | \$12,000 | Change baffle type |
| 4 | Eliminate the Silo structure | N | \$17,500 | Change Exterior material |
| 5 | Reduce casework by 10% | N | \$15,000 | |
| 6 | Eliminate coffee bar | N | \$7,500 | Remove Sink |
| 7 | Eliminate the Contingency allowance | N | \$75,000 | |
| 8 | Change to one book drop from 2 | N | \$1,500 | |
| 9 | Eliminate display case | N | \$1,200 | |
| 10 | Eliminate Final cleaning | N | \$1,500 | |
| 11 | Requires increasing mechanical room size by 80 SF if roof top units were not selected | N | -\$32,000 | |

Items that will be Bid as an Alternate

| | | | | |
|---|---------------------------------------|-----|----------|---|
| 1 | Reduce the light poles on the project | ALT | \$17,000 | |
| 2 | Eliminate new parking at the park | ALT | \$39,000 | This may come from a non-library funding source |

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of

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construction are to be included in the Contract Documents: to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.