



Date December 4, 2006

**Resolution Approving Agreement for Professional Services with Mario Gandelsonas for Downtown Plan**

WHEREAS, by Roll Call No. 05-2719 dated November 7, 2005, the City of Des Moines, Iowa ("City") and Polk County ("County") indicated their commitment to funding an estimated total cost of \$150,000 to contract for a qualified, experienced consultant team to work with local stakeholders and a technical team of City and County staff to prepare a downtown plan reviewing and incorporating the existing downtown plans, focuses on areas or specific sites that present new opportunities for development, reviews parking availability, needs and strategies and identifies short- and long-term development opportunities;

WHEREAS, on by Roll Call 06-944 dated May 8, 2006, the City Council approved a one year agreement with Erin Olson-Douglas to provide said services;

WHEREAS, it is now appropriate to enter into an agreement ("Agreement") for supplemental professional services, attached as Exhibit A, with Mario Gandelsonas of Agrest & Gandelsonas Architects (Gandelsonas) to provide additional creative input and analysis; and

WHEREAS, the Downtown Community Alliance has agreed to provide up to \$35,000 - half of the estimated expenses - associated with the Agreement with Gandelsonas with the City and County providing the matching funding.

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NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, as follows:

- 1. The attached Agreement --Exhibit A-- is approved as to form and content;
- 2. The City Manager or his designee is authorized to execute this agreement upon receipt of an executed Agreement by Gandelsonas for and on behalf of the City of Des Moines, Iowa.
- 3. The City Clerk is hereby authorized to forward a certified copy of this resolution and the executed Agreement to the Office of Economic Development for transmittal to Gandelsonas.

( Council Communication No. 06- 771 )

MOVED by \_\_\_\_\_ to adopt.

FORM APPROVED:

Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
MAHAFFEY				
KIERNAN				
VLASSIS				
TOTAL				

MOTION CARRIED APPROVED

\_\_\_\_\_  
Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_  
City Clerk

- Attachment A -

**Agreement Between the City of Des Moines, Iowa  
and  
Mario Gandelsonas of Agrest & Gandelsonas, Architects**

This Agreement, consisting of \_\_ pages, is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2006 between the City of Des Moines, Iowa (hereinafter, "City") and Mario Gandelsonas of Agrest & Gandelsonas (hereinafter, "Gandelsonas") whose taxpayer identification number is \_\_\_\_\_, and who agrees to complete a project on behalf of the City as described below subject to the following terms and conditions:

A. Background:

Des Moines' public sector, business community, and residents are ambitious and enthused about next steps for their downtown which has recently seen the construction of an array of public and private projects that have contributed greatly to the revitalization of the downtown as a major activity center for the metropolitan area. In June 2006, the City of Des Moines and Polk County extended a one-year contract to Erin Olson-Douglas (Olson-Douglas) to create a downtown plan. Olson-Douglas is leading this project, informally known as the Downtown Plan, and will provide a final plan by mid-summer, 2007.

B. Project Goals:

The planning effort was conceived by the City of Des Moines and Polk County to unify various plans for portions of downtown Des Moines that have been prepared over the past several years and to identify ways of strengthening numerous public and private investments made in the city's downtown recently. The final plan should:

1. Identify future downtown opportunities
2. Propose frameworks that capitalize on existing and future downtown investments and/or catalyze further development
3. Develop strategies for building synergy and linkages between downtown amenities, such as: the Iowa Events Center, the Brenton Ice Skating Plaza, the Iowa Historical Building, the Iowa State Capitol, East Locust Street and the East Village, the Botanical Center, the Principal Riverwalk, the Center Street Pedestrian Bridge, Asian Gardens, the World Food Prize Headquarters, the Armory, the Civic Center and Nollen Plaza, the Central Library, Western Gateway Park, Court Avenue, the Science Center of Iowa, Principal Park, Gray's Lake Park, the John Dorrian downtown trail network (including Meredith Trail, Kruidenier Trail, the ML King Jr. Trail, and the Principal Riverwalk), the Pappajohn Higher Education Center, and Hoyt Sherman Place.
4. Generate interest from the public and private sectors and expand momentum for downtown investment.

C. Purpose of national consultant:

Funds from the allocation for the Downtown Plan were reserved to add a consultant who would bring seasoned expertise and broad perspective to the urban conditions in downtown Des Moines. Upon hiring Ms. Olson-Douglas, the business community became involved to assist with identifying a national consultant. A committed group from the public and private sectors has determined that the purpose of the

'national consultant' is to offer creative input, generate ideas, critique proposals, and participate in local presentations as they relate to downtown Des Moines' urban environment. From the outset of the project, a national consultant has been envisioned to serve as a collaborator with Erin Olson-Douglas in the conception of urban ideas for downtown Des Moines.

D. Process:

The project is organized in four phases:

- I. Programming / Analysis of Existing and Planned Conditions
- II. Framework Planning / Schematic design
- III. Develop planning and design through studies of specific sites/projects
- IV. Prepare and Present Plan

A working session will be organized for each phase. In total, five work sessions of 2-3 days each are anticipated during the course of the remainder of the project. At least four of the working session will be held in Des Moines with consultant interaction scheduled with a technical group, a steering committee, City-County staff, Downtown Community Alliance/Greater Des Moines Partnership, the business community, stakeholders, and/or the public as appropriate to the work underway. The format and location of the remaining working session will be determined as required by the process of the project.

Two formative groups will be created in order to offer direction and guidance to the plan. They will be managed by Erin Olson-Douglas.

A *technical group* will be comprised of the following individuals:

- Rick Clark, City Manager, City of Des Moines
  - Mike Freilinger, County Administrator, Polk County
  - Mary Lawyer, President/CEO, Downtown Community Alliance
- Staff members from the three organizations will be included as deemed appropriate by issues at-hand.

A *steering committee* is being formed. Tentatively, its members will be:

- \* Frank Cownie, Mayor, City of Des Moines
- Christine Hensley, Councilwoman, City of Des Moines
- Chris Coleman, Councilman, City of Des Moines
- Polk County (Angela Connolly, County Supervisor and/or others as appointed)
- Downtown Community Alliance/Greater Des Moines Partnership (5 appointments)
- Planning and Zoning Board member
- Urban Design Review Board member
- Court Avenue Business Association member
- Downtown Neighborhood Association member
- East Village Neighborhood Association member

\* Mayor Cownie will serve as the steering committee chairman; two vice-chairpersons will be selected from the steering committee – one each from Polk County and the business community.

E. Schedule

The contract for the planning project is scheduled to end June 4, 2007. Work on the phases outlined will adhere to the schedule as follows:

<u>Phase</u>	<u>Timing</u>
I. & II.	November 2006 – February 2007
III.	January – March 2007

#### IV. March – May 2007

The most significant collaboration will occur over a 6-month span from December 2006 – May 2007.  
The first work session is tentatively scheduled for December 11-12, 2006

#### F. Deliverables:

The City of Des Moines will take notes during sessions involving the steering committee and promptly distribute detailed meeting minutes to the steering committee and all attending these meetings.

The national consultant will follow-up each working session with material (written and graphic) that reflects ideas developed during the working session and thoughts generated after working sessions. This material will be received by Erin Olson-Douglas within two weeks of the completion of the working session.

Prompt response to material transmitted by Erin Olson-Douglas throughout the project will be important.

The national consultant will not produce final deliverables for the project. Input on the content and format, as well as thorough editorial commentary on the final product is expected of the national consultant.

#### G. Authorship and Permit to Publish:

The final project deliverable will include recognition of the national consultant's involvement in the project. The specific format of this recognition will be developed during review of the final product as meditated in the "Deliverables" section of this document.

The national consultant has rights to mention and publish material produced during the course of this project for future promotional and publication purposes providing that clear credit is given to the City of Des Moines, Polk County, the Greater Des Moines Partnership, Downtown Community Alliance, and Erin Olson-Douglas for ideas and work that were developed and produced as a part of this process.

#### H. Fees for National Consulting Services:

The total cost for consultation services to the downtown Des Moines planning project will be comprised of professional fees and reimbursable expenses. The total cost for consultation services will be fixed at \$70,000. Professional fees will be \$60,000 (\$12,000 for each of five work sessions).

Travel will be arranged by the national consultant. Documented travel expenses including coach fare flights, over-night accommodations, and meals will be reimbursed by the City of Des Moines with a fixed limit of \$2000/trip.

Invoices for professional fees and reimbursable expenses will be directed to the City of Des Moines through Erin Olson-Douglas. An invoice will accompany follow-up material to each working session. Funding for the professional fees will be sponsored by the City of Des Moines, Polk County and the Downtown Community Alliance/Greater Des Moines Partnership. The contract for these professional services will be extended by the City of Des Moines.

#### I. Project Contact:

All intermediate work, final work product, process organization, and communication associated with the project will be coordinated by Erin Olson-Douglas with the following contact information:

602 Robert D. Ray Drive

Des Moines, Iowa 50309  
Phone: 515.283.4021  
Email: [eeodouglas@dmgov.org](mailto:eeodouglas@dmgov.org)

**J. Term :**

This Agreement shall be effective as of December 4, 2006 and shall end Sept. 30, 2007. Extension may be granted with the mutual agreement of all parties.

**K. Termination:**

Any party may terminate this Agreement for any reason prior to its expiration date by giving written notice to the other party at least 120 days prior to the date of termination.

**L. Notices:**

Notices required by this Agreement shall be deemed given when either party delivers in writing via regular mail to the parties at the following addresses:

<b><u>City</u></b> Richard A. Clark, City Manager 400 Robert D. Ray Drive Des Moines, Iowa 50309	<b><u>Consultant</u></b> Mario Gandelsonas Agrest & Gandelsonas Architects 176 Grand Street, 2nd Floor New York City, NY 10013
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**M. Indemnification.**

Consultant shall hold the City, its employees and agents harmless from and against any claim, lawsuit or property damage caused by Consultant's negligent provision of professional services unless the claim, lawsuit or liability arises as a result of the negligence of the City.

**N. Insurance.**

Consultant shall be responsible for furnishing evidence of insurance coverage in the form of a Certificate of Insurance, by an insurance company licensed to do business in the State of Iowa, in compliance with Attachment A.

**O. Law.**

This Agreement and all actions arising from this Agreement shall be governed by, subject to and construed according to the laws of the State of Iowa.

**P. Entire Agreement.**

This Agreement sets forth the entire agreement between the parties, and fully supersedes and replaces any prior agreement or understandings between the parties, whether written or oral, regarding the matters stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of this \_\_\_th day of \_\_\_\_\_ 200\_.

City of Des Moines, Iowa

Richard A. Clark, City Manager

ATTEST:

Diane Rauh, City Clerk

STATE OF IOWA )
) ss:
COUNTY OF POLK)

On this \_\_\_ day of \_\_\_\_\_, 200 \_\_, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared RICHARD A. CLARK and DIANE RAUH, to me personally known, and who, being by me duly sworn did state that they are the City Manager and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, and that RICHARD A. CLARK and DIANE RAUH acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa

Agrest & Gandelsonas Architects

Mario Gandelsonas Principal

STATE OF \_\_\_\_\_ )
) ss:
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a notary public, personally appeared Mario Gandelsonas, to me personally known, who being by me duly sworn did say that he is the Principal of Agrest & Gandelsonas Architects, a New York corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged the execution of the said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Notary Public in the State of New York

ATTACHMENT A  
INSURANCE AND INDEMNIFICATION REQUIREMENTS

**1. GENERAL**

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and the City of Des Moines, Iowa throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A. M. Best Rating of "B+." All policies, except professional liability, shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City of Des Moines. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the City of Des Moines, Iowa prior to contract execution or commencement of work and/or services.

**2. INSURANCE REQUIREMENTS**

- A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$100,000 each accident for Bodily Injury by Accident, \$100,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

This requirement is waived if, under the law as stated in Chapter 85 of the Code of Iowa, the Contractor is not required to carry such coverage.

- B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CONSULTANT shall procure and maintain, during the life of this contract, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, and (e) Personal and Advertising Injury.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard for Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions "a" through "o", or any subsequent ISO equivalent form or a non-ISO equivalent form). Any additional exclusions shall be listed and submitted with the Certificate of Insurance and shall be subject to the review and approval of the City of Des Moines, Iowa.

The policy shall be endorsed to provide an Aggregate Per Location Endorsement.

- C. AUTOMOBILE LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Automobile Liability Insurance with limits of liability of not less than \$500,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

If the CONSULTANT'S business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements and deletion of exclusions as required of the primary policy(ies).
- E. PROFESSIONAL LIABILITY INSURANCE: The CONSULTANT shall procure and maintain during the life of this contract, Professional Errors and Omissions Insurance with limits not less than \$500,000 per claim and in the aggregate. The CONSULTANT will notify the City if claims made erode the Policy Limits below those required above.



- F. AGENTS AND SUBCONTRACTORS: The CONSULTANT shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this contract to meet the similar insurance requirements as are required of the CONSULTANT.
- G. ADDITIONAL INSURED & CONTRACTUAL LIABILITY : The City **SHALL NOT be named or included** as an Additional Insured, **but all policies except Workers Compensation and Professional Liability SHALL INCLUDE** Contractual Liability, including cost of defense and settlement, and a definition of "Insured Contract" that includes indemnification of a municipality.
- H. CANCELLATION & MATERIAL CHANGES: **All policies SHALL include** a Cancellation Endorsement providing the City **no less than 30 days** advance written notification of policy cancellation
- I. PROOF OF INSURANCE: The Contractor shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in A through E and G and H above. **The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the contract, permit, license, etc. and (2) the following statement: "General Liability and Automobile Liability insurance policies include Contractual Liability coverage. The General Liability definition of "Insured Contract" includes the indemnification of a municipality when required by ordinance or by contract or agreement".**

### 3. **INDEMNIFICATION (HOLD HARMLESS) REQUIREMENTS**

To the fullest extent permitted by law, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, which arises out of or results from CONSULTANT'S negligent acts and errors or omissions related to the work and/or services provided by CONSULTANT to the City of Des Moines, Iowa pursuant to the provisions of this contract.

It is the intention of the parties that the City of Des Moines, Iowa shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by CONSULTANT due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work performed by, or the negligent acts, errors or omissions of, CONSULTANT.

For purposes of this Attachment, the term "CONSULTANT" means and includes the CONSULTANT, its officers, agents, employees, subcontractors, and others affiliated with CONSULTANT, and the term "City of Des Moines, Iowa" means and includes the City of Des Moines, its elected and appointed officials, and its agents, employees, volunteers, and others working on behalf of the City of Des Moines, Iowa.