# CITY OF WEST DES MOINES
# CITY COUNCIL MEETING COMMUNICATION

**DATE:** February 19, 2024

**ITEM:** Motion – Approval of Professional Services Agreement Amendment #1 – Valley View Park Central Grading, Utilities, Park Road, and Pickleball Parking

**FINANCIAL IMPACT:** Expense not-to-exceed $92,800.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 23-24 CIP from the Valley View Park Central Site Grading, Utilities, Park Road and Pickleball Parking (Project No. 0510 040 2023).

**BACKGROUND:** The original agreement with Foth Infrastructure and Environment was approved on 7/17/23 in the amount of $102,500.00 for basic services related to design and preparation of construction documents for improvements at Valley View Park. Amendment #1 is being requested for bidding and construction phase services associated with the 2024 Central Grading and Pickleball Project.

The amendment to the agreement with Foth Infrastructure and Environment is attached along with their scope of services, schedule, and fees.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:** That the Council approve the agreement with Foth Infrastructure and Environment.

**Lead Staff Member:** Marco Alvarez, Superintendent of Parks

**STAFF REVIEWS**

| | |
|---|---|
| Department Director | Ryan Penning, Director of Parks & Recreation |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Greta Truman, Assistant City Attorney |
| Agenda Acceptance | |

**PUBLICATION(S)** (if applicable)

| | |
|---|---|
| Published In | |
| Dates(s) Published | |

**SUBCOMMITTEE REVIEW** (if applicable)

| | | | |
|---|---|---|---|
| Committee | Public Services | | |
| Date Reviewed | February 12, 2024 | | |
| Recommendation | **Yes** | No | Split |

# AMENDMENT NO. 1
# TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 19th day of February, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. # 20-5814224), a limited liability company licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated July 17, 2023 as follows:

1. SCOPE OF SERVICES

   The Scope of Services as described in the original Agreement for the Valley View Park Central Grading, Utilities, Park Road, Pickleball Parking (Project No. 0510-040-2023), Attachment 1 is amended to add the following professional services:

   - Construction Period Services for the 2024 Central Grading and Pickleball Parking

   Refer to Attachment 1 of this Amendment for detailed information.

2. SCHEDULE

   The Project Schedule for the Scope of Services provided under this Amendment is shown in Attachment 2 of the original Agreement.

3. COMPENSATION

   In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fees to increase the original sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in the original Agreement, Attachment 3.

| | |
|---|---|
| II. Resident Consultant Services | |
| A. Construction Administration | $30,950.00 |
| B. Resident Construction Observation | $61,850.00 |
| Total | $92,800.00 |

This AMENDMENT is subject to all provisions of the original Agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

BY: Patrick P. Kueter
Patrick P. Kueter, Director

WITNESS: Bradley D. Hopkey
Bradley D. Hopkey, P.E.

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

# ATTACHMENT 1
# SCOPE OF SERVICES

The City and Consultant agree to amend the original Agreement for Professional Consulting Services to include the following additional services:

## II. RESIDENT CONSULTANT SERVICES

### A. Construction Administration

Only upon written authorization to proceed by the City, Construction administration services shall consist of office-based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

1. Pre-construction Meeting
   The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

2. Shop Drawings Submittal Reviews
   The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

3. Engineer Site Visits
   In connection with observations of the Contractor's work while it is in progress:

   - The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

   - The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the plans, and that the integrity of the design concept as reflected in the plans has been implemented and preserved by the Contractor.

   - The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

   - During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed project

that conforms to the plans, or that it will prejudice the integrity of the design concept of the project as reflected in the plans.

4. Weekly Progress Meetings
   The Consultant shall conduct weekly progress meeting with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent businesses and property owners.

5. Pay Requests and Change Order Preparation
   The Consultant shall prepare contractor pay requests and issue necessary interpretations and clarifications of the plans, and in connection therewith, prepare change orders as required.

6. Final Inspections and Project Close-Out
   The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

7. Record Drawings
   This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with a reproducible copy of the record drawings in PDF format.

The above Construction Administration Services is for 2024 Calendar Year only and includes a maximum of 190 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration more than 190 hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

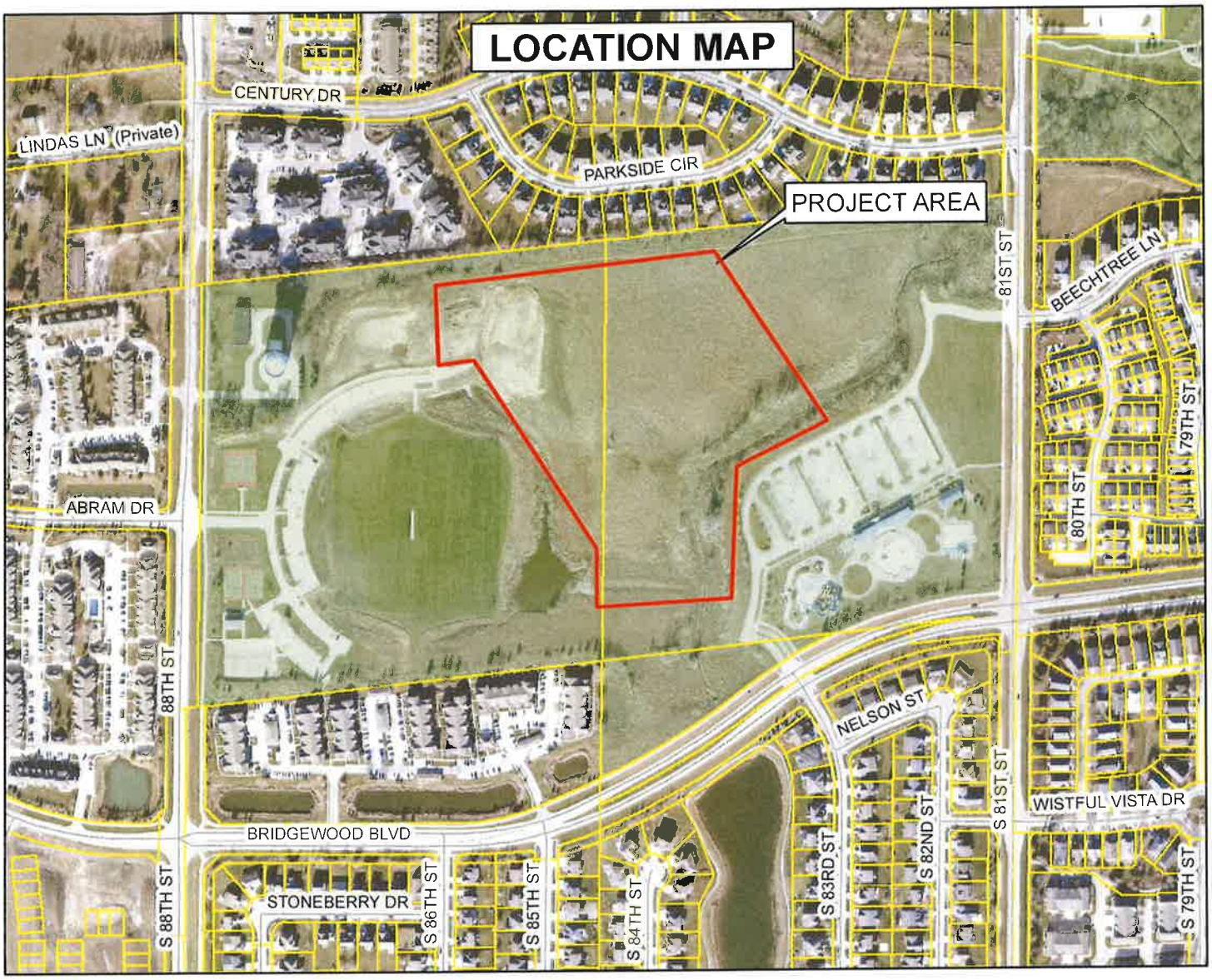
**B. Resident Construction Observation**

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the project shall include frequent resident observation of the construction work in addition to that included under II. Resident Consulting Services, Paragraph A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

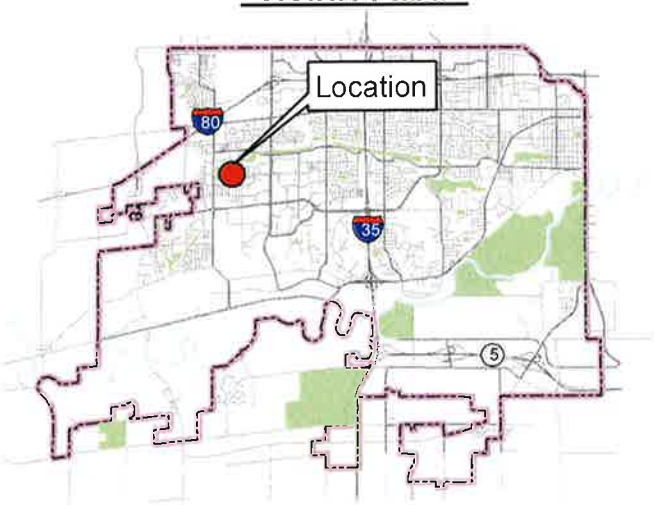
This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project.

The Consultant will also record survey data on installed underground utilities as allowed by the Contractor's schedule.

The above Resident Engineering/Observation estimate includes a maximum of 475 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation more than 475 hours of effort for 2024, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.




## VICINITY MAP




## LEGEND

Park & Greenway

N

0 500 1,000 Feet

| | | | |
|---|---|---|---|
| THE CITY OF WEST DES MOINES | PROJECT: VALLEY VIEW PARK CENTRAL SITE GRADING, UTILITIES, PARK ROAD, AND PICKLEBALL PARKING. | | |
| | LOCATION: 225 88TH STREET | | |
| | DRAWN BY: MAA | DATE: 7/12/2023 | PROJECT NO.: | SHT. 1 of 1 |