CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: March 18, 2024

ITEM: Motion – Approval of Professional Services Agreement Amendment #1 – Pearson Park North and South Bridge Replacement

FINANCIAL IMPACT: Expense not-to-exceed $32,000.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available CIP funds in FY 23-24 Pearson Park South & North Bridge Replacement project (0525 028.0510 036 2023).

BACKGROUND: The original agreement with HR Green, Inc. was approved on 6/05/23 in the amount of $118,000.00 for basic services related to design and preparation of construction documents for replacement of the pedestrian bridges at Pearson Park. Amendment #1 is being requested for construction administration and limited construction resident observation associated with the Pearson Park - South and North Bridge Replacement project.

The amendment to the agreement with HR Green, Inc. is attached along with their scope of services, schedule, and fees.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with HR Green, Inc.

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, City Attorney
Agenda Acceptance	

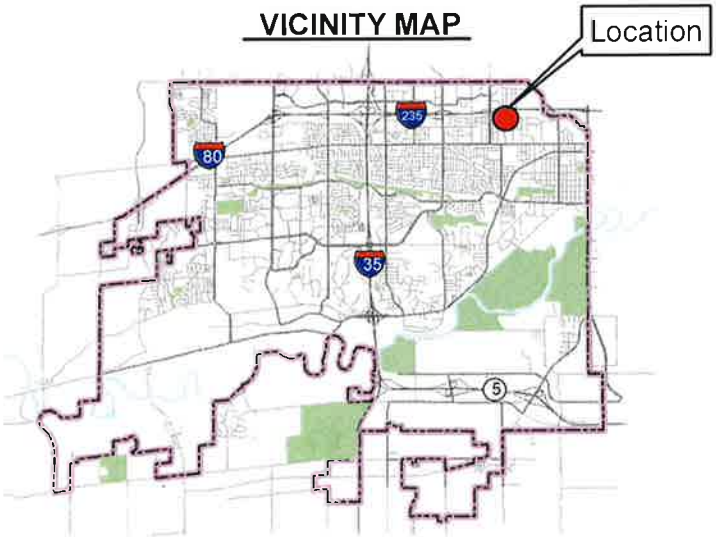
PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	March 11, 2024		
Recommendation	**Yes**	No	Split

VICINITY MAP



LEGEND

Park & Greenway

N

0 230 460 Feet

THE CITY OF WEST DES MOINES	PROJECT: PEARSON PARK - SOUTH AND NORTH BRIDGE REPLACEMENT			
	LOCATION: 1256 19TH STREET			
	DRAWN BY: MAA	DATE: 5/31/2023	PROJECT NO.:	SHT. 1 of 1

AMENDMENT No. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WDM Project # 0510-036-2023
Pearson Park North and South Bridge Replacement

This AMENDMENT made and entered into this 18th day of March, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR Green, Inc., (Fed. I.D. #42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows, hereby amends the original Agreement dated 5th June, 2023:

1. SCOPE OF SERVICES

Services as described in the Agreement for the **Pearson Park North and South Bridge Replacement (Project No. 0510-036-2023)**, Attachment 1 Scope of Services are amended as follows:

I. Basic Services of the Consultant ***(No Change)***
II. Resident Consultant Services ***(ADD)*** Full list of additional scope listed in Attachment 1.

2. SCHEDULE

The schedule as described in the Agreement, Attachment 1 Project Schedule are amended as listed in revised Attachment 1.

3. COMPENSATION

In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fee to increase the original fee, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in The Agreement, Attachment 1.

Task No.	Task Description	Original Fee	Amendment #1	Total Fee
I	Basic Scope of Services (Base Fee)	$ 118,000.00	$ 0.00	$118,000.00
II	Resident Consultant Services (Not-To-Exceed)	$ 0.00	$ 32,000.00	$ 0.00
	Total	$ 118,000.00	$ 32,000.00	$ 150,000.00

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.

CONSULTANT

BY:_____
David Maxwell, PE, SE, Vice President

CITY OF WEST DES MOINES

BY:_____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1
SCOPE OF SERVICES
AMENDMENT TO AGREEMENT
Between HR Green, inc. and the Client

PROJECT NAME: City of West Des Moines – Pearson Park North and South Bridge Improvements (WDM Project No. 0510-036-2023)

CLIENT NAME: City of West Des Moines

AMENDMENT NO.: 1

ORIGINAL AGREEMENT DATE: June 5, 2023

AMENDMENT DATE: March 18, 2024

The City of West Des Moines and HR Green, Inc. agree to amend the Original Agreement as follows:

SCOPE OF SERVICES

1. Resident Consultant Services:
   - 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.
   - 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.
   - Resident construction observation services are assumed to be completed in accordance with project construction schedule. The Consultant shall observe the performance of construction work and advise the Contractor and the City of non-complying work or materials incorporated into the Project. For budget purposes, it is assumed a staff member of the Consultant will be available for approximately 220 hours for the construction observation services on this Project. Duration and frequency of the observation of construction will vary appropriate to the various stage of construction.
   - The Consultant shall provide documentation of construction progress including photographs and written field reports containing information on unexpected issues encountered in the field, timing of when individual infrastructure items are installed, and weather conditions on site.
   - The Consultant's Engineer shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work.
   - Progress meetings will be held on a bi-weekly basis during construction. The Consultant shall prepare an agenda and provide meeting minutes after each progress meeting.
   - The Consultant shall issue and document all Plan Changes and Requests for Information (RFI) to the Contractor and the City as necessary during construction, prepare change orders as required, and process changes to the contract.

- 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.
- The Consultant shall conduct a site walk-through with the City and Contractor to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant shall prepare a punch list and provide to the Contractor and City.
- The Consultant may recommend, in writing, final payment to the Contractor and shall issue a letter of acceptance that the work is acceptable.
- The Consultant shall prepare construction as-built record drawings defining the actual location of improvements and fixtures and showing changes made during construction. The Consultant shall provide the City with an electronic copy of the as-built record drawings.

2. **CLIENT RESPONSIBILITIES:** NO CHANGE

3. **SCHEDULE**: Construction is expected to be completed by November 1, 2024

4. **CONPENSATION:** Increase the fee amount by $32,000.00 to equal $150,000.00

5. **AGREEMENT:** This Amendment is subject to all other terms and conditions of the Original Agreement. Return one executed copy to HR Green Inc.