City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Jack Wardell, Director of Parks and Recreation JW

DATE: August 19, 2021

SUBJECT: Professional Services Agreement – Graham Park Creek Improvements – 2020-2021

- Amendment No. 2 to Agreement

As we finalize the construction documents for the Graham Park Creek Improvements the preliminary schedule is:

Council Approval: August 23, 2021
Bid Documents Released by City: August 27, 2021
Pre-Bid Meeting: September 13, 2021
Public Hearing on the plans, specifications, form of contract and estimate of probable costs: September 13, 2021
Bid Due: September 21, 2021 – 11:00 am
Approved Bids: September 27, 2021
Contract Executed and Begin: Mid - October
Substantial Completion Deadline: December 15, 2021

This scope of the services will include:

Bid Phase Services
Construction Phase Services

COMPENSATION

Bid Phase Services	$ 1,850.00
Construction Phase Services	$14,250.00
Total Compensation	$16,100.00

CURRENT BUDGET

Revenue:

City of Carroll - Local Option Sales Tax (L.O.S.T.)	$ 75,000.00
REAP Grant	$125,000.00
Interest	$ 2,460.82 – July 2021
Total Revenue	$202,460.82

Expenses:

Master Plan	$ 27,000.00
Current Professional Services Agreement	$ 23,500.00
Amendment No. 1 - Approved	$ 3,200.00
Amendment No. 2 - If approved	*$ 16,100.00*
Opinion of Probable Cost – Included	$171,593.00
Total Expenses	$241,393.00

Shortfall	$(38,932.18)*

*Staff would recommend using funds from F.Y. 22 Local Option Sales Tax - Trails Phase III to cover the shortfall

RECOMMENDATION: For the Mayor and City Council consideration and approval of the Resolution Amendment No. 2 to Agreement with Shive-Hattery for the Graham Park Creek Improvements for a fee of $16,100.00.

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE GRAHAM PARK CREEK IMPROVMENTS PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, a Professional Services Agreement with Shive-Hattery for the Graham Park Creek Improvements project was approved January 25, 2021, and,

WHEREAS, an Amendment to Agreement No. 2 has been prepared to amend the Professional Services Agreement by adding services desired by the City of Carroll; and,

WHEREAS, the City Council has determined that the Amendment No. 2 is in the best interest of the City of Carroll and the residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Amendment No. 2 to the Professional Services Agreement with Shive-Hattery, Inc. for the Graham Park Creek Improvements project is approved, and that the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 23rd of August 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A Schaefer, City Clerk

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

AMENDMENT TO AGREEMENT between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: Jack Wardell
CLIENT: City of Carroll, IA
627 N. Adams St
Carroll, IA 51401

PROJECT: City of Carroll - Graham Park Creek Improvements

PROJECT LOCATION: Carroll, IA

ORIGINAL AGREEMENT DATE: August 13, 2021

AMENDMENT NO.: 2

AMENDMENT DATE: August 13, 2021

City of Carroll, IA and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is revised as follows:

The City of Carroll is planning to stabilize and improve the creek running through Graham Park. Shive Hattery previously provided plans for this project and has been requested to provide a proposal for bid letting and construction services.

SCOPE OF SERVICES

The provided services are revised as follows:

Bid Letting Assistance and Construction Phase Services have been added.

Tasks for the Scope of Services are added as follows:

1. Bid Phase Services:
    1. Schedule and attend one (1) pre-bid meeting. Provide city with record of meeting minutes.
    2. Answer a reasonable amount of Contractor questions and assist the City in preparation of addenda and clarifications as requested. Addenda will be distributed by the City.
2. Construction Phase Services
    1. Review shop drawings and product information submitted by Contractor.
    2. Schedule and conduct one (1) onsite preconstruction meeting with the Owner and Contractor.
    3. Review pay requests and make recommendations to the City for payments.
    4. Review and respond to requests for information and preparation of contract modification documents (change orders) to be approved by the City.
    5. Answer a reasonable amount of questions from contractors to clarify design intent.
    6. Perform up to six (6) site visits to observe preparation and installation procedures. Prepare a brief site observation report with photos and provide this to the City. We have

Shive-Hattery | 4125 Westown Parkway | Suite 100 | West Des Moines, IA 50266 | 515.223.8104 | shive-hattery.com

assumed a 6-week duration and weekly site visits during construction.

7. Perform one (1) site visit at the completion of construction to prepare a punch list.

CLIENT RESPONSIBILITIES

Shive-Hattery is not a municipal advisor as defined by the Dodd-Frank Act and as such does not offer municipal advisory services including advice regarding any municipal financial products or securities. Any advice or recommendations provided to the client is intended as architectural/engineering services and should not be interpreted as advice regarding municipal financial products or services. The client understands they are responsible to retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial products and securities.

Client Responsibilities are revised as follows:

1. Distribute bid documents and addenda to Contractors & plan rooms, issue required public notices, and maintain a plan holders list during bidding.
2. Prepare required contract and front-end documents.
3. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
4. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
5. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
6. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
7. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

The Schedule is revised as follows:

We anticipate bidding to take place in September 2021 and construction to take place between October and December 2021.

COMPENSATION

Compensation is added as follows:

Description	Fee Type	Fee	Estimated Expenses	Total
Bid Phase Services	Fixed Fee	$1,850	Included	$1,850
Construction Phase Services	Fixed Fee	$14,250	Included	$14,250
TOTAL		$16,100	Included	**$16,100**

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount.

ADDITIONAL SERVICES

1. Additional site visits beyond what is included in the scope of services.
2. As-Built Surveying & Record Documents.
3. Construction Staking.

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,
SHIVE-HATTERY, INC.

Dan Jensen

Dan Jensen, Civil Engineer
djensen@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Carroll, IA

BY:_____ TITLE: _____
(signature)

PRINTED NAME: _____DATE ACCEPTED: _____

CC: Craig Erickson

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROJECT #: 419301-0
5/27/2021

GRAHAM PARK BANK AND OUTLET STABILIZATION ONLY
FINAL COST ESTIMATE

#	ITEM DESCRIPTION	QUANTITY	UNITS		UNIT COST		TOTAL COST
Stream and Outlet Stabilization							
1	MOBILIZATION	1	LS	*	$10,000.00	=	$10,000.00
2	SITE PREPARATION / CLEARING & GRUBBING	1	LS	*	$1,500.00	=	$1,500.00
3	BANK EXCAVATION - OFF SITE EXPORT	892	CY	*	$8.00	=	$7,136.00
4	BANK STABILIZATION - EROSION CONTROL FIBER MAT	2,281	SY	*	$7.00	=	$15,967.00
5	BRIDGE ABUTMENT REVETMENT - CLASS E	100	TON	*	$55.00	=	$5,500.00
6	OUTLET PROTECTION REVETMENT - CLASS E	75	TON	*	$55.00	=	$4,125.00
7	BANK STABILIZATION - CLASS E	1,313	TON	*	$55.00	=	$72,215.00
8	NON-SHRINK GROUT 24" FES OUTLET REPAIR	10	CY	*	$500.00	=	$5,000.00
9	PIPE CLEANOUT, 36" RCP	100	LF	*	$10.00	=	$1,000.00
10	SEEDING - BANK STABILIZATION MIX	0.3	AC	*	$5,000.00	=	$1,500.00
11	SEEDING - TURF MIX	0.4	AC	*	$2,500.00	=	$1,000.00
12	REINFORCED CONCRETE RETAINING WALL	480	SF	*	$40.00	=	$19,200.00
13	STORM SEWER FLARED END SECTION, CMP, 24"	1	EA	*	$750.00	=	$750.00
14	TILE OUTLET, CMP	1	EA	*	$700.00	=	$700.00
15	TEMPORARY STREAM FLOW MANAGEMENT	1	LS	*	$5,000.00	=	$5,000.00
16	CONSTRUCTION SURVEY	1	LS	*	$5,000.00	=	$5,000.00

Subtotal	**$155,593.00**
Contingency (10%)	$16,000.00
Construction Total	**$171,593.00**

**TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE ESTIMATE OF PROBABLE CONSTRUCTION COST. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS ESTIMATE.