



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2

THIS AMENDMENT, made this 8th day of October 2024 by and between, the City of Ladue the CITY, and HR GREEN, INC. (hereafter "CONSULTANT"), for professional services concerning:

Work Order #2 | Clayton Road Culvert Replacement Design

hereby amends the original Professional Services Agreement (Resolution 2024-20) and Work Order #2 (dated May 10, 2024) as follows:

The CITY and CONSULTANT agree to amend the Scope of Services of the original Work Order #2 and previous amendments as follows:

Construction. The goal for this stage is to assist the City of Ladue during construction. This stage includes services for three phases: preconstruction, construction, and post-construction.

Phase 1 – Preconstruction Phase Services (Tasks 301-303)

Task

- 301 Provide construction contract administration and observation services of the box culvert and associated improvements. The CITY's instructions to the Contractor will be through CONSULTANT, who will have authority to act at behalf of the CITY to the extent provided in the Professional Services Contract. CONSULTANT shall have the authority, as CITY's representative, to require the contractor to make special inspections, observations or testing of the work and CONSULTANT will receive and review certificates of inspections, testing, and approvals required by the applicable laws, rules, regulations, ordinances, codes, orders, or the Contract Documents.
- 302 Lead/conduct a preconstruction conference to discuss project details with the Contractor, with assistance from the CITY. Prepare and distribute meeting minutes to all parties in attendance and upload the final meeting minutes to the CITY's web-based document management system.
- 303 Process and distribute Contractor submittals for work related to, and required by, the construction documents prepared by the project design team. Review the submittals and take appropriate action. CONSULTANT will be responsible for distribution and any reproduction. Submittals include, but are not limited to, certifications, shop drawings, test reports and so forth.

Phase 2 – Construction Phase Services (Tasks 304-313)

Task

- 304 Reject work not conforming to the Contract Documents. Immediately bring to the attention of the CITY, failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence, which may be of interest to the CITY as well as all situations incapable of disposition in the field. CONSULTANT shall also be available to attend conferences for the disposition of such matters when so requested by the CITY.
- 305 CONSULTANT shall function as liaison with the Metropolitan St. Louis Sewer District (MSD) as the CITY's representative.
- 306 Review, evaluate, and recommend approval or rejection to the CITY of Contractor applications for payment. Review payrolls, perform wage rate interviews, and other related items called for in the Contract Documents.



- 307 Respond to Contractor Requests for Information (RFI's), and to CITY requests for Information Clarifications (IC's) related to the construction documents. The preparation of supplementary sketches and drawings is included.
- 308 Prepare, negotiate, reproduce, and distribute Construction Contract field orders/change orders for issuance by the CITY. Assure proper approvals are made prior to work being performed. The preparation of supplementary sketches and drawings is included.
- 309 Lead/conduct a construction progress meeting to be held at least once each calendar month between the Contractor and the CITY.
- 310 Verify that tests, equipment and system startup and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report in writing to the CITY's designated representative the appropriate details relative to the test procedures and startup. Quality assurance testing operations will be performed by **UES**. Those operations include:
- a. Obtain representative samples of soil or rock to be used as fill and performing standard Proctor moisture-density compaction and Atterberg limits tests.
 - b. Provide a representative to observe grading operations and placement and compaction of fill or backfill. In-place density test will be taken using nuclear methods.
 - c. Perform concrete tests for measurement of air content, slump and temperature and making concrete cylinders for compression tests. Concrete cylinders will be returned to **UES's** laboratory for moist curing and compressive strength testing.
 - d. Obtain concrete aggregate samples for laboratory testing and performing batch plant inspections for each mix design used.
- 311 Provide the services of an On-Site Representative (OSR) during construction. Duties include:
- a. On a part-time basis, conduct on-site observations of the work in progress to assist the CITY in assessing if the work is in general proceeding in accordance with the Contract Documents.
 - b. Be present during critical construction operations, including but not limited to, trench excavation and backfill; pipe laying, concrete delivery, placing, and finishing; and work affecting utilities.
 - c. Perform erosion control inspections following any runoff events and at a minimum once every **7 days**. Document the erosion control inspections and inform the contractor of any deficiencies. Perform follow-up inspections to ensure deficiencies are addressed promptly.
 - d. Report to the CITY's designated representative whenever the OSR believes the work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and advise the CITY's designated representative of work that OSR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
 - e. Measure and document material quantities associated with construction of the project. Review monthly quantity estimates submitted by the Contractor for payment. Resolve quantity differences with the contractor and provide recommendation to the CITY regarding payment of the estimate.
 - f. Keep a diary or logbook recording general observations, and specific observations in more detail as in the case of observing test procedures; entries shall include, but not be limited to, weather conditions, general site conditions, visitors to the site, activities in progress, quantities, and construction progress photos.
 - g. Diary observations for each site visit shall be summarized in a brief written report and delivered to CITY's designated representative weekly.
- 312 Coordination of Complaints/Inquiries. Duties include:
- a. Maintain and manage a spreadsheet/database containing all inquiries/complaints (written or verbal) from all sources (i.e., Ladue residents, etc.) received for the duration of construction. The spreadsheet shall include contact information, date of complaint, description of complaint, resolution, and date of resolution.



- b. CONSULTANT shall manage and respond to all complaints/inquiries received by CONSULTANT where practicable. Complaints/inquiries to which CONSULTANT is unable to respond properly shall be directed to the CITY for resolution.
- c. CITY will respond to all complaints/inquiries received by CITY. CITY will forward the pertinent information regarding complaints/inquiries received by the CITY to the CONSULTANT for inclusion in the spreadsheet/database.
- d. CONSULTANT shall maintain updated/current spreadsheet/database in the CITY's web-based document management system, to be updated at least every Monday on a weekly basis for the duration of construction.

Phase 3 – Post-Construction Phase Services (Tasks 314-316)

Task

- 313 Conduct an observation to establish if the work related to the Contract Documents is substantially complete.
- 314 Conduct a final observation to establish if the completed work is acceptable. **CONSULTANT** shall report to the CITY, in writing, that the work is acceptable, subject to any conditions expressed therein.
- 315 Land Survey Services will be performed by **Sabur, Inc.** Those operations include:
 - Conduct an “As-Built” survey at project completion.
 - Update the construction plan electronic files with the “As-Built” survey data.

ASSUMPTIONS & LIMITATIONS

- 1. The CONSULTANT will endeavor to protect the CITY against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make CONSULTANT responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- 2. To estimate fees for the Construction Phase Services of this project, the CONSULTANT has estimated that there will be **113** calendar days of inspection coverage (an average of **20** hours per week for the lead inspector and **4** hours per week for the resident engineer) to complete the scope of services outlined above and in the attached work breakdown structure.
- 3. As directed by the City, the CONSULTANT is not expected to be on-site at all times when the Contractor is working. The City will designate a person in “responsible charge” of the administration of the project to perform site visits at times when the CONSULTANT is on-site.

CONSULTANT Project Number: 2402210

The CITY and CONSULTANT agree to amend other provisions of the original Work Order #2 and previous amendments as follows:

N/A

In consideration for these services, the CITY AGREES to adjust the payment for services performed by CONSULTANT on the



following basis:

Lump Sum to be increased by \$88,936. See attached work breakdown structure.

The total authorized compensation after this Amendment, including the original Work Order #2 and all previous Amendments, is Two Hundred Twenty-Five Thousand Six Hundred Eighty-Seven Dollars (\$225,687).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement and Work Order #2.

THIS AMENDMENT, together with the original Professional Services Agreement, Work Order #2 and all previous amendments represents the entire and integrated AGREEMENT between the CITY and CONSULTANT.

THIS AMENDMENT executed the day and year written above.

CITY OF LADUE

HR GREEN, INC.

By: _____

By: Josiah Holst, Regional Manager _____

Fee Schedule

HR GREEN, INC.: PROJECT WORK BREAKDOWN STRUCTURE (WBS) - Construction																
CLIENT: City of Ladue, MO																
HR GREEN PROJECT # 2402210.03 Labor = HR Green employee hours																
CLIENT: City of Ladue, MO ODC = Other Direct Costs (mileage, supplies, etc.)																
CLIENT CONTACT: Denny Welker Subs = Subconsultant fees																
PROJECT MANAGER: Josiah Holst																
LABOR HOURS FOR CLASSIFICATION	Total Labor Hours	LABOR CLASSIFICATIONS					Rates / Markups									
		26	26	88	360	32										
TOTAL LABOR COST FOR CLASSIFICATION	532	6552	6110	15840	39600	5920	1,139.00					250.00				
% OF TOTAL LABOR COST		8.9%	8.3%	21.4%	53.5%	8.0%										
STAGE	CONSTRUCTION PHASE	Labor	ODC	Subs	Task Total	LABOR CLASSIFICATIONS					EXPENSES				Notes	
						Sr. Professional (Design Project Manager)	Professional (Construction Project Manager)	Field Personnel (Resident Engineer)	Field Personnel (Construction Engineer)	Lead Engineer (Design)	Mileage		Project Supplies			Sub-Consultant
						J. Holst	E. Chamberlain	G. Roberts	E. Baker	S. Keeven	Unit	Total	Unit	Unit Price	Total	
Phase 1	Preconstruction Phase Services	8,536.00	67.00	-	8,603.00	8	8	16	16		100	67.00				
301	- Perform Construction Contract Administration Services	-	-	-	-											
302	- Lead / Conduct Preconstruction Conference	-	-	-	-											
303	- Process / Distribute Contractor Submittals	-	-	-	-											
Phase 2	Construction Phase Services	60,432.00	1,280.00	-	61,712.00	16	16	64	320	32	1500	1,005.00	1	250.00	250.00	Spray paint, lathe, etc.
304	- Reject Work not Conforming to Project Documents	-	-	-	-											
305	- Function as Liaison with MSD as City's Representative	-	-	-	-											
306	- Review / Approve Contractor Pay Applications	-	-	-	-											
307	- Respond to Contractor RFIs and City IC's	-	-	-	-											
308	- Negotiate / Prepare Contract Change Orders	-	-	-	-											
309	- Lead / Conduct Monthly Progress Meetings	-	-	-	-											
310	- Field and Laboratory Material Testing	-	-	10,000.00	10,000.00										10,000.00	UES (Geotechnology)
311	- Perform On-Site Representative Services	-	-	-	-											
312	- Complaints / Inquiries	-	-	-	-											
Phase 3	Post-Construction Phase Services	5,054.00	67.00	-	5,121.00	2	2	8	24		100	67.00				
313	- Conduct an Observation to Verify Substantion Completion	-	-	-	-											
314	- Conduct a Final Observation to Issue Final Acceptance	-	-	-	-											
315	- Complete As-Built Survey and Update Construction Plans	-	-	3,500.00	3,500.00										3,500.00	Sabur
STAGE TOTAL	CONSTRUCTION PHASE	74,022.00	1,414.00	13,500.00	88,936.00	26	26	88	360	32						
		Labor	Expenses	Subconsultants	TOTAL											

Notes:
 1. Construction inspection coverage based on the following:
 - Lead Inspector: Part-time coverage -> Average 20 hours per week over 4 months (16 weeks) construction duration
 - Secondary Inspector: Part-time coverage -> Average 4 hours per week over 4 month construction duration