



Roll Call Number

21-1312

Agenda Item Number

6

Date August 23, 2021

**APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT (PSA) WITH
I & S GROUP, INC. FOR
CONSTRUCTION PHASE SERVICES FOR THE
MARKET DISTRICT STREET RECONSTRUCTION PROJECT
(E. 1st, 2nd, 3rd, AND 7th STREETS),
NOT TO EXCEED \$61,176**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That Supplemental Agreement No. 1 between the City of Des Moines and I & S Group, Inc., Lynn Bruns, CEO, 115 E. Hickory Street, Suite 300, Mankato, Minnesota, 56001, for an additional amount not to exceed \$61,176, based on hourly rates and reimbursable costs, to provide construction phase services for the Market District Street Reconstruction Project (E. 1st, 2nd, 3rd, and 7th Streets), a copy of which is on file in the office of the City Clerk, is hereby approved as to form and content.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, said Supplemental Agreement No. 1 for and on behalf of the City of Des Moines, Iowa.

(Council Letter Number 21-364 attached)
Activity ID 01-2021-003

Moved by *Gatto* to adopt.

FORM APPROVED: *s/Kathleen Vanderpool*
Kathleen Vanderpool
Deputy City Attorney

SLN Funding Source: 2021-2022 CIP, Page 133, Market District Infrastructure Improvements,
pu TIF Bonds, ST282

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

CERTIFICATE

I, P. Kay Cmelik, 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.

MOTION CARRIED 7 APPROVED
P. M. Frankhu Cownie
Mayor

P. Kay Cmelik
City Clerk

**CITY OF DES MOINES
SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
MARKET DISTRICT STREET RECONSTRUCTION PROJECT (E 1st, 2nd, 3rd, and 7th STREETS)
Activity ID 01-2021-003**

WHEREAS, on September 14, 2020, by Roll Call No. 20-1411, the City of Des Moines, Iowa, hereinafter referred to as the "City", and I&S Group, Inc., Lynn Bruns, CEO, 115 E. Hickory Street, Suite 300, Mankato, MN 56001, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (the Agreement) in connection with the Market District Street Reconstruction Project (E 1st, 2nd, 3rd, and 7th Streets), not to exceed \$463,117; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 1 for additional professional services with the Consultant for construction phase services; and

NOW, THEREFORE, IT IS MUTUALLY AGREED, that the Agreement for Professional Services, Market District Street Reconstruction Project (E 1st, 2nd, 3rd, and 7th Streets) is amended as follows:

SECTION 2 - SCOPE OF SERVICES, Paragraph A, SERVICES PROVIDED BY CONSULTANT, is amended by adding the following:

"Consultant shall provide construction phase services as set forth in Attachment 1 to this Supplemental Agreement."

SECTION 3 - COMPENSATION, Paragraph A, is amended by adding the following:

"Compensation for services under this Supplemental Agreement shall be in accordance with the terms of said original Professional Services Agreement for an additional not-to-exceed amount of \$61,176 to be paid on the basis of hourly labor rates and reimbursable costs as shown in Attachment 3 to the Agreement."

SECTION 4 - COMPLETION OF WORK, is amended by adding the following:

"The Consultant shall complete all services outlined in Supplemental Agreement No. 1 on or before August 1, 2022, providing no unforeseen delays are experienced beyond the control of the Consultant."

BE IT FURTHER AGREED, that all other terms and conditions of the original September 14, 2020 Agreement shall remain in full effect except as modified by this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 23rd day of August, 2021.

CITY OF DES MOINES, IOWA



T.M. Franklin Cownie, Mayor

I&S GROUP, INC.



Derek A. Johnson, Executive Vice President

TV Form Approved:



Kathleen Vanderpool, Deputy City Attorney

Attest:



P. Kay Cmelik, City Clerk

ATTACHMENT NO. 1
SUPPLEMENTAL AGREEMENT NO. 1
Market District Street Reconstruction Project (E 1st, 2nd, 3rd and 7th Streets)
Activity ID 01-2021-003

SCOPE OF SERVICES

I. CONSTRUCTION PHASE SERVICES

The **CONSULTANT** shall provide construction administration and construction observation services for the construction of E 2nd Street from Court Avenue to the north right-of-way limits of the Iowa Interstate Railroad to verify the Project is constructed in accordance with the approved project Plans and Specifications, including Plan File Nos. 629-004/056 (collectively referred to as the “Contract Documents”).

The items described below are the major tasks to complete the construction administration services and are not intended to include all ancillary items of work required. The **CONSULTANT** shall be responsible to complete the construction administration work necessary to verify the project is constructed in accordance with the Contract Documents. The works tasks to be performed by the **CONSULTANT** shall include:

A. CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference – The **CONSULTANT** shall attend a preconstruction conference for each Project construction contract with the Contractor and **CITY** to review the contract requirements, details of construction, utility, conflicts and work schedule.
2. Design Engineer(s) Site Observation – The **CONSULTANT** shall cause its design engineer(s) to make periodic visits to the construction site at intervals appropriate to the stage of construction or as otherwise agreed by the **CITY** and the **CONSULTANT** in writing to (a) observe the progress, (b) review the quality of the work, and (c) determine if the work conforms to the approved Plans and Specifications included as part of the Contract Documents. Geotechnical and structural review shall be provided as needed during construction. For purposes of this Supplemental Agreement, the design engineer(s) shall visit the project site 40 times during the duration of construction with an average of one visit every week.
3. Shop Drawings – The **CONSULTANT** shall review the Contractor's shop drawings, samples, and other required data for compliance with the contract documents. The **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor and make a recommendation to the **CITY** regarding acceptance for the **CITY**'s approval. The **CONSULTANT** shall have the authority to recommend special inspection or testing of the work to be conducted.
4. Design Interpretation Questions – The **CONSULTANT** shall provide answers

to design interpretation questions from the **CITY**, Contractor, review agencies, and utilities.

5. Contractor Payment Request – The **CONSULTANT** shall assist the **CITY** with the preparation of progress payment applications submitted by the Contractor and, based upon its review of construction progress by on-site observation and shall make a recommendation to the Engineer for payment of the appropriate amount for work completed since the last payment application. Prior to the preparation of a payment application, the **CONSULTANT** shall review material testing and certifications on the project and only recommend payment for items that have acceptable material documentation on file.
6. Change Orders – The **CONSULTANT** shall conduct initial negotiations with the Contractor regarding proposed changes to the construction contract and shall prepare, and make recommendations regarding, change orders for consideration by the **CITY** prior to Contractor starting any additional work.
7. Construction Progress Meetings - The **CONSULTANT** shall coordinate and conduct construction progress meetings with the contractor, observer, utility companies, **CITY**, business owners, and other interested parties, and distribute minutes no later than three working days after the meeting. The meetings shall be held weekly, or as otherwise mutually agreed upon.
8. Coordination with Public, Businesses, and Property Owners – The **CONSULTANT** shall provide up-to-date communication with adjacent property owners, tenants, business organizations, and neighborhood groups on the project status, schedule, and upcoming work.
9. Substantial Completion – The **CONSULTANT** shall perform a site observation to determine if the Project is substantially complete in accordance with the plans and specifications and prepare a punch list of items to be completed prior to final completion and acceptance.
10. Final Inspection and Final Acceptance – The **CONSULTANT** shall coordinate final inspection with the Contractor and **CITY**. On the basis of such inspection, the **CONSULTANT** shall make a recommendation to the **CITY** regarding final payment and acceptance of the Project. It is understood that the **CITY** will accept the Project only after recommendation by the **CONSULTANT**.
11. **CONSULTANT** shall provide “as-constructed” drawings that accurately reflect how the Project was constructed.

B. CONSTRUCTION OBSERVATION

The items below are the major tasks to complete the construction observation services and are not intended to include all ancillary items of work required. The **CONSULTANT** shall

be responsible to complete construction observation necessary to verify that the project is constructed in accordance with approved Plans and Specifications included as part of the Contract Documents. The work tasks to be performed by the **CONSULTANT** shall include:

1. The **CONSULTANT** shall cause its personnel to be on site daily and at intervals appropriate to the stage of construction, or as otherwise agreed by the **CITY** and **CONSULTANT** in writing, to provide construction observation to ascertain the progress and quality of the work complete and to determine if the work is being performed in accordance with the Contract Documents. However, the **CONSULTANT** shall not be required to make exhaustive or continuous on- site inspections to check the quality or quantity of the work when the **CITY** concurs in writing that the controlling type of work being performed does not warrant it. For budgeting purposes, the **CONSULTANT** has allotted 400 hours (an average of 20 hours/week for 20 weeks) of staff time to provide construction observation services. Construction observation services do not include the responsibility for construction means, controls, techniques, sequences, procedures or safety.

2. The **CONSULTANT** shall keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction. Daily Construction Logs shall be provided by the **CONSULTANT** to the **CITY**. The daily construction report shall include at a minimum:
 - Date
 - Construction Observer's name
 - Report number
 - Weather conditions
 - Contractor's hours worked
 - List of visitors
 - Project activity inspected
 - Bid quantities completed
 - Information and data relative to questions of change orders or changed conditions
 - Construction Observer's signature.

The **CONSULTANT** shall prepare weekly working day reports based upon Daily Construction Logs developed by the **CONSULTANT**.

3. If the Contractor requires a waiver of any provisions of the plans and specifications, the **CONSULTANT** shall make a recommendation regarding the request to the **CITY** for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The **CITY** shall never be deemed to have authorized the **CONSULTANT** to consent to

the use of defective workmanship or materials.

4. The **CONSULTANT** shall coordinate the acceptance testing and monitoring according to the specifications. The **CONSULTANT** shall perform on-site concrete testing and the **CITY** shall pick up and break the concrete samples. On-site soil density testing shall be performed by the **CITY**.
5. Notification of Nonconformance. On the basis of on-site observations as a design professional, the **CONSULTANT** shall keep the **CITY** informed of the progress and quality of the work. The **CONSULTANT** shall notify the **CITY** of any work which is believed to be unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents. The **CONSULTANT** shall advise the **CITY** and recommend the action(s) required to correct or complete such unsatisfactory, faulty, defective or incomplete work and verify that the recommendations are implemented by the Contractor.