



Roll Call Number

21-1391

Agenda Item Number

8

Date September 13, 2021

APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH BOLTON & MENK, INC. FOR ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR MACRAE PARK ROADWAY (PHASE 3), PARK AND TRAIL IMPROVEMENTS, NOT TO EXCEED \$45,000

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That Supplemental Agreement No. 2 between the City of Des Moines and Bolton & Menk, Inc., Brad DeWolf, President, 1960 Premier Drive, Mankato, Minnesota, 56001, for an additional amount not to exceed \$115,000, based on hourly rates and reimbursable costs, to provide additional design and construction administrative services for professional services for MacRae Park Roadway (Phase 3), Park and Trail Improvements, 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. 2 for and on behalf of the City of Des Moines, Iowa.

(Council Letter Number 21-380 attached) Activity ID 01-2020-021

Moved by Boesen to adopt.

FORM APPROVED: s/Kathleen Vanderpool

Kathleen Vanderpool Deputy City Attorney

SLN\_pw

Funding Source: 2021-2022 CIP, Page 75, MacRae Park Improvements, PK179, GO Bonds, Private, State

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL.

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 APPROVED J. M. Frankin Cownie Mayor

P. Kay Cmelik City Clerk

**CITY OF DES MOINES  
SUPPLEMENTAL AGREEMENT NO. 2  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
MACRAE PARK ROADWAY (PHASE 3), PARK AND TRAIL IMPROVEMENTS  
Activity ID 01-2020-021**

WHEREAS, on August 3, 2020, by Roll Call No. 20-1196, the City of Des Moines, Iowa, hereinafter referred to as the "City", and Bolton & Menk, Inc., Brad DeWolf, President, 1960 Premier Drive, Mankato, MN 56001, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (the Agreement) in connection with the MacRae Park Roadway (Phase 3), Park and Trail Improvements, not to exceed \$151,084.00; and

WHEREAS on October 16, 2020, the City and consultant entered into Supplemental Agreement No. 1 for additional topographic survey services not to exceed \$8,600; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 2 for additional professional services with the Consultant for additional roadway design and construction administration services; and

**NOW, THEREFORE, IT IS MUTUALLY AGREED**, that the Agreement for Professional Services, MacRae Park Roadway (Phase 3), Park and Trail Improvements is amended as follows:

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

"Consultant shall provide additional roadway design and construction administration 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 \$45,000 to be paid on the basis of hourly labor rates and reimbursable costs as shown in Attachment 3 to the Agreement."

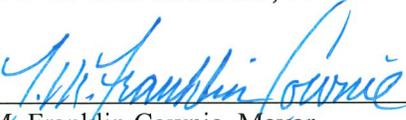
**SECTION 4 - COMPLETION OF WORK**, is amended by adding the following:

"The Consultant shall complete all services outlined in Supplemental Agreement No. 2 on or before September 2, 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 August 3, 2020 Agreement, as amended, shall remain in full effect except as modified by this Supplemental Agreement No. 2.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, in triplicate, as of this 13<sup>th</sup> day of September, 2021.

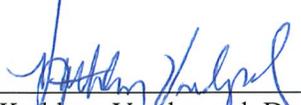
**CITY OF DES MOINES, IOWA**

  
\_\_\_\_\_  
T.M. Franklin Cownie, Mayor

**BOLTON & MENK, INC.**

  
\_\_\_\_\_  
Matthew Ferrier, Principal

Form Approved:

  
\_\_\_\_\_  
Kathleen Vanderpool, Deputy City Attorney

Attest:

  
\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**ATTACHMENT 1  
SCOPE OF SERVICES  
FOR  
CITY OF DES MOINES  
SUPPLEMENTAL AGREEMENT NO. 2  
MACRAE PARK ROADWAY (PHASE 3), PARK AND TRAIL IMPROVEMENTS  
Activity ID 01-2020-021**

**DESCRIPTION OF PROJECT**

The **CONSULTANT** shall provide additional professional services required for the MacRae Park Roadway (Phase 3) Improvements Project as noted below.

- Additional Roadway Design
- Construction Administration

**ADDITIONAL ROADWAY DESIGN**

The **CONSULTANT** shall include design of the remaining portion of Macrae Park Roadway located in east area of park that was originally not included with the design of the project, and as illustrated in Figure 1 herein. The work to be included shall be as stipulated in Tasks 2, 3 and 5 of Attachment 2 – Scope of Services of the original Agreement, as applicable, and shall include pavement design, grading, storm sewer, traffic control and staging.

**CONSTRUCTION ADMINISTRATION**

- A. 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.
- B. Progress Site Visits** - The **CONSULTANT** shall cause its project 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 drawings and specifications in the construction contract.

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 and shall guard the **CITY** against defects and deficiencies in the Work. The **CONSULTANT** shall notify the **CITY** of any work which is unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the **CITY**, see that these recommendations are implemented by the Contractor.

If the Contractor requests a waiver of any provisions of the plans and specifications, the **CONSULTANT** shall make a recommendation on 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.

- C. 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 be conducted.

- D. Design Interpretation Questions** - The **CONSULTANT** shall provide answer to design interpretation questions from Engineer, Contractor, review agencies and utilities.
- E. Contractor Payment Requests** – 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 results and certifications on the project and only recommend payment for items that have acceptable material documentation on file.
- F. Change Orders** – The **CONSULTANT** shall assist the **CITY** with the preparation of change orders and make recommendation regarding approval to the **CITY** prior to Contractor’s start of work under the change order.
- G. Substantial Completion; Punch List** – 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.
- H. Final Inspection and Acceptance** – The **CONSULTANT** shall coordinate a 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**.

For budgeting purposes, the **CONSULTANT** has based its fee on the following:

Construction Administration services identified in Paragraphs A-G above will be provided on the following projected construction schedule and staffing assignment:

- Fifteen (15) weeks in construction year 2021
- Thirty-five (35) weeks in construction year 2022.
- One (1) staff member of the Consultant shall be available for an average of four (4) hours every week for a total maximum of 200 hours of construction administration services.

In the event the construction period exceeds the contract completion provisions or unanticipated conditions require construction administration in excess of the allotted 200 hours, the **CONSULTANT** shall notify the **CITY** as it approaches this limit and estimate the additional effort necessary to complete the project, which would require a Supplemental Agreement.

# FIGURE 1

ADDED AREA

