



Roll Call Number

Agenda Item Number

22-0300

11

Date March 7, 2022

**APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT (PSA) WITH
VEENSTRA & KIMM, INC. FOR
ADDITIONAL PROFESSIONAL SERVICES FOR
WESTERN INGERSOLL SEWER SEPARATION – PHASE 2
NOT TO EXCEED \$387,107**

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 Veenstra & Kimm, Inc., F.S. Aldrich, President, 3000 Westown Parkway, West Des Moines, IA, 50266, for an additional amount not to exceed \$387,107, based on hourly labor rates and reimbursable costs, to provide additional professional services for Western Ingersoll Sewer Separation – Phase 2, 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.

(City Council Communication Number 22-075 attached)
Activity ID 01-2020-018

Moved by *Datto* to adopt. Second by *Boesen*

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



Funding Source: 2021-2022 CIP, Page 94, Western Ingersoll Run Sewer Separation, SS139, Sanitary Sewer Fund, Sanitary State Revolving Fund

★ Roll Call Number

22-0300

Agenda Item Number

11

Date March 7, 2022

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
MANDELBAUM	✓			
SHEUMAKER	✓			
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

APPROVED

J. M. Franklin Cownie Mayor

P. Kay Cmelik

City Clerk

**CITY OF DES MOINES
SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
WESTERN INGERSOLL SEWER SEPARATION PHASE 2
Activity ID 01-2020-018**

WHEREAS, on January 13, 2020, by Roll Call No. 20-0020, the City of Des Moines, Iowa, hereinafter referred to as the "City", and Veenstra & Kimm, Inc., F.S. Aldrich, President, 3000 Westown Parkway, West Des Moines, IA, 50266, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (the Agreement) in connection with the Western Ingersoll Sewer Separation Phase 2, not to exceed \$350,332.00; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED, that the Agreement for Professional Services, Western Ingersoll Sewer Separation Phase 2 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 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 \$387,107.00 to be paid on the basis of hourly labor rates and reimbursable costs as shown in Attachment 2 to this Supplemental Agreement.

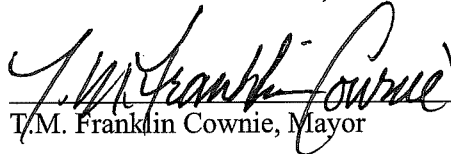
SECTION 4 – COMPLETION OF WORK, is amended by adding the following:

"The Consultant shall complete all services outlined in Supplemental Agreement No. 1 on or before June 30, 2023, 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 January 13, 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 7th day of March, 2022.

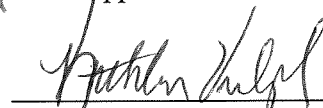
CITY OF DES MOINES, IOWA


T.M. Franklin Cownie, Mayor

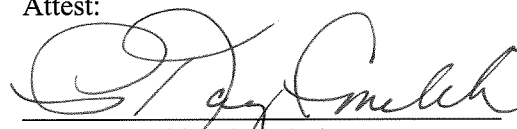
VEENSTRA & KIMM, INC.


F.S. Aldrich, President

Form Approved:


Kathleen Vanderpool, Deputy City Attorney

Attest:


P. Kay Cmelik, City Clerk

ATTACHMENT NO. 1

WESTERN INGERSOLL SEWER SEPARATION – PHASE 2 SUPPLEMENTAL AGREEMENT NO. 1 ACTIVITY ID NO. 01-2020-018

SCOPE OF SERVICES

I. CONSTRUCTION PHASE SERVICES

A. CONSTRUCTION ADMINISTRATION

1. Pre-Construction Conference: The **CONSULTANT** shall attend a pre-construction conference with the Contractor, **CITY**, utility companies, affected entities and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule. Meeting minutes shall be prepared and distributed by the **CITY**. **CONSULTANT** attendees shall include the design Engineer and on-site project construction observers(s).
2. Periodic Site Observation – The **CONSULTANT**'s project design staff shall make periodic visits to the construction site at intervals appropriate to the stage of construction 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. Geotechnical and structural review shall be provided as needed during construction. The design engineer(s) shall visit the project site 24 times during the duration of construction with an average of one visit per month.
3. Design Interpretation Questions or Requests for Information (RFI): The **CONSULTANT** shall provide answers to design interpretation questions from **CITY**, Contractor, review agencies and utilities.
4. Contractor Payment Requests - The **CONSULTANT** shall assist the **CITY** with the review of progress payment applications submitted by the Contractor and, based upon its review of construction progress by on-site observation, shall make a recommendation to the **CITY** for payment of the appropriate amount for work completed since the last payment application. Prior to the review 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. The **CONSULTANT** shall develop the formal payment application document and coordinate submittal, approval, and payment with the **CITY**.
5. Shop Drawings and Submittals - The **CONSULTANT** shall review the Contractor's shop drawings, submittals, samples, and other required data for conformance 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.

6. Change Orders - The **CONSULTANT** shall assist the **CITY** with the negotiation and review of Contractor change orders and make recommendation regarding approval to the **CITY** prior to Contractor's start of work under the change order.
7. During the Construction Services Phase, the **CONSULTANT** shall confer with the **CITY** to report Project status. The **CONSULTANT** shall attend monthly progress meetings with the **CITY** project manager, contractor, utilities and other pertinent parties.
8. Substantial Completion and 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..
9. Final Observation and Final Acceptance – The **CONSULTANT** shall coordinate final inspection verify the punch list items has been completed. On the basis of such inspection, the **CONSULTANT** shall make a recommendation to the **CITY** regarding final payment. It is understood that the **CITY** will accept the Project only after recommendation by the **CONSULTANT**.
10. Record Drawings – After construction work has been completed, the **CONSULTANT** shall submit plan mark-ups to the **CITY** which shall include notable changes to the project which were documented by **CONSULTANT** during construction. Notable changes include type, size, and location of construction elements that vary from the contract documents. The **CONSULTANT** shall develop the record drawings plan set using mark-ups developed by **CONSULTANT** field staff during construction. The **CONSULTANT** has the right to rely on observations, field reports, record drawings, test results, redline markups, and notes recorded by Contractor during construction for preparation of record drawings.

B. CONSTRUCTION OBSERVATION

The **CONSULTANT** shall provide the following construction observation services:

1. The **CONSULTANT** shall provide one full-time onsite construction observer for the Project to ascertain the progress and quality of the work completed and to determine if the work is being performed in conformance with the Contract Documents. The **CONSULTANT** shall document construction activities in a daily report, bid item quantity logs, reports, and other forms as required to provide a complete and thorough record of the construction activities. Construction documentation consisting of daily field reports, photographs, and testing results shall be made available for **CITY** review.

The **CONSULTANT** shall include in the daily diary at a minimum the following records:

- Contractor's and subcontractor's hours on the job site.
- Weather conditions.
- Information and data relative to questions of change orders or change conditions.
- List of job site visitors including, but not limited to, utility company representatives.
- Storm Water Pollution Prevention Plan (SWPPP) Verification/Needs
- Daily activities, decisions, and observations.

For budgeting purposes, the **CONSULTANT** has based this scope of services and associated fee estimate on the understanding that there will be 54 weeks of active construction.

The **CONSULTANT** construction observer shall make measurements of completed work in accordance with the method of measurement requirements of the Contract Documents, and record said measurements on a daily basis. The **CONSULTANT** construction observer shall verify that materials incorporated into the project have required certifications, tests and/or approvals, and that said materials conform to the requirements of Contract Documents. The **CONSULTANT** construction observer shall also verify that the SWPPP measures for the project are in place and being adequately maintained. The **CONSULTANT** construction observer shall note any corrections required for the SWPPP to remain in compliance and verify that those corrections are implemented.

2. 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.
3. The **CONSULTANT** shall coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory.

4. 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, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and at the request of the **CITY**, and verify that these recommendations are implemented by the Contractor.

ATTACHMENT NO. 2

**WESTERN INGERSOLL SEWER SEPARATION – PHASE 2
SUPPLEMENTAL AGREEMENT NO. 1
ACTIVITY ID NO. 01-2020-018**

**VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2021)**

Management I.....	\$186.00
Management II.....	180.00
Process Engineer I.....	203.00
Client Services I.....	180.00
Client Services V.....	70.00
Funding Specialist.....	110.00
Engineer I-A.....	186.00
Engineer I-B.....	176.00
Engineer I-C.....	167.00
Engineer I-D.....	160.00
Engineer II-A.....	152.00
Engineer II-B.....	143.00
Engineer III-A.....	134.00
Engineer III-B.....	128.00
Engineer III-C.....	125.00
Engineer IV.....	121.00
Engineer V.....	113.00
Engineer VI.....	106.00
Engineer VII.....	101.00
Engineer VIII.....	98.00
Engineer IX.....	91.00
Engineer X.....	83.00
Engineer XI.....	75.00
Engineer XII.....	67.00
Design Technician I.....	107.00
Design Technician II.....	96.00
Architect.....	114.00
Planner I.....	117.00
Planner II.....	78.00
Planner III.....	72.00
Drafter IA.....	107.00
Drafter IB.....	100.00
Drafter II.....	94.00
Drafter III.....	88.00
Drafter IV.....	79.00
Drafter V.....	70.00
Drafter VI.....	63.00
Drafter VII.....	56.00

Clerical I.....	79.00
Clerical II.....	70.00
Clerical III.....	60.00
Clerical IV	53.00
Clerical V	44.00
Construction Manager	180.00
Surveyor I	127.00
Surveyor II	112.00
Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV.....	77.00
Technician V.....	71.00
Technician VI.....	65.00
Technician VII.....	54.00
Technician VIII.....	47.00
Technician IX.....	39.00
Building Inspector I	178.00
Building Inspector I-A.....	119.00
Building Inspector II	94.00
Building Inspector III	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics.....	35.00
GPS	35.00
Leica Total Station.....	25.00
Total Station Robotics	20.00
Tablet	45.00
Fluoroscope.....	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate