



Roll Call Number

22-0303

Agenda Item Number

15

Date March 7, 2022

**APPROVING SUPPLEMENTAL AGREEMENT NO. 5 TO THE  
PROFESSIONAL SERVICES AGREEMENT (PSA) WITH  
VEENSTRA & KIMM, INC. FOR  
ADDITIONAL DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE  
RIVER BEND AND KING IRVING SEWER SEPARATION,  
NOT TO EXCEED \$49,500**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That Supplemental Agreement No. 5 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 \$49,500, based on hourly rates, to provide additional design and construction phase services for the River Bend and King Irving Sewer Separation Project, 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. 5 for and on behalf of the City of Des Moines, Iowa.

(City Council Communication Number 22-103 attached)  
Activity ID 01-2016-031

Moved by Gatto to adopt. Second by Boesen.

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

**SLN** Funding Source: 2021-2022 CIP, Page 93, River Bend and King Irving Sewer Separation,  
**PW** SS138, Sanitary Sewer Fund and Storm Water Utility Fund

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.

J. M. Frankhu Cownie  
Mayor

P. Kay Cmelik  
City Clerk

**CITY OF DES MOINES**  
**SUPPLEMENTAL AGREEMENT NO. 5**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**RIVER BEND AND KING IRVING SEWER SEPARATION PROJECT**  
**Activity ID 01-2016-031**

WHEREAS, on September 12, 2016, by Roll Call No. 16-1488, 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 River Bend and King Irving Sewer Separation Project, not to exceed \$179,978; and

WHEREAS on July 24, 2017, by Roll Call No. 17-1220, the City and consultant entered into Supplemental Agreement No. 1 for preliminary and final design and bidding services, not to exceed \$828,386; and

WHEREAS on March 19, 2018, by Roll Call No. 18-0522, the City and consultant entered into Supplemental Agreement No. 2 for Phase 1 Construction Services, not to exceed \$325,975; and

WHEREAS on February 25, 2019, by Roll Call No. 19-0268, the City and consultant entered into Supplemental Agreement No. 3 for construction phase services for Phases 2A, 2B, and 3A, not to exceed \$521,788; and

WHEREAS on March 8, 2021, by Roll Call No. 21-0355, the City and Consultant entered into Supplemental Agreement No. 4 for additional Design Phase and Construction Phase Services, not to exceed \$232,256; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 5 for additional professional services with the Consultant for required pavement design for streets in Phase 2B impacted by the sewer construction and additional Phase 3A construction services; and

**NOW, THEREFORE, IT IS MUTUALLY AGREED**, that the Agreement for Professional Services, River Bend and King Irving Sewer Separation Project 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 design and 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 \$49,500 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. 5 on or before June 24, 2022, providing no unforeseen delays are experienced beyond the control of the Consultant.”

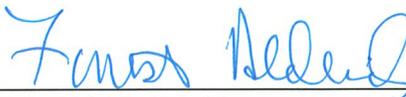
**BE IT FURTHER AGREED**, that all other terms and conditions of the original September 12, 2016 Agreement, as amended, shall remain in full effect except as modified by this Supplemental Agreement No. 5.

**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

**TV** Form Approved:

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

Attest:

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

**ATTACHMENT NO. 1  
SCOPE OF SERVICES**

**RIVER BEND AND KING IRVING SEWER SEPARATION PROJECT  
SUPPLEMENTAL AGREEMENT NO. 5**

**ACTIVITY ID NO. 01-2016-031**

**I. DESIGN PHASE SERVICES**

The **CONSULTANT** shall provide the following additional design phase services as part of this Supplemental Agreement.

Additional services related to design:

1. Complete pavement design of additional roadway repair improvements resulting from storm sewer construction impacts along Indiana Avenue from 2<sup>nd</sup> Avenue to 3<sup>rd</sup> Street and from 4<sup>th</sup> Street to 5<sup>th</sup> Avenue within the Phase 2B Project area.

All additional design phase services associated with this task shall be in accordance with the amended Agreement and provisions previously set forth for design in Supplemental Agreement No. 1.

**II. CONSTRUCTION PHASE SERVICES**

The **CONSULTANT** shall provide the following additional construction phase services under this Supplemental Agreement.

Additional construction phase services associated with Phase 3A:

1. As part of Supplemental Agreement No. 3, **CONSULTANT** had estimated the construction time required to complete the Phase 3A work to be three months, even though the construction contract allowed up to six months depending upon when the contractor started working. As such, **CONSULTANT** had budgeted staff time for three months of construction administration and construction observation services for Phase 3A. The contractor has exceeded the **CONSULTANT**'s estimated three-month period to complete the Phase 3A work and, as a result, the **CONSULTANT** is required to expend more labor than originally budgeted due to the longer than anticipated construction.

All additional construction phase services associated with Phases 3A Improvements shall be in accordance with the amended Agreement and provisions previously set forth in Supplemental Agreement No. 3.

ATTACHMENT 2

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