

Date October 18, 2021

**APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT (PSA) WITH
MA ARCHITECTURE, INC. FOR ADDITIONAL
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR
THE GREENHOUSE RELOCATION,
NOT TO EXCEED \$201,110**

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 MA Architecture, Inc., Melinda Aust, President and Principal, 900 Keosauqua Way, Studio 431, Des Moines, Iowa 50309, for an additional amount not to exceed \$201,110, based on hourly rates and reimbursable costs, to provide additional design and construction admin services for the Greenhouse Relocation, 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 21-451 attached)
Activity ID 01-2021-010

Moved by Boesen to adopt.

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

SLN Funding Source: 2021-2022 CIP, Page 57, Greenhouse Relocation, BL134, G.O. Bonds
pw

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

APPROVED
J. M. Franklin Cownie
Mayor

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.

P. Kay Cmelik
City Clerk

**CITY OF DES MOINES
SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
GREENHOUSE RELOCATION DESIGN
Activity ID 01-2021-010**

WHEREAS, on May 10, 2021, by Roll Call No. 21-0674, the City of Des Moines, Iowa, hereinafter referred to as the "City", and MA Architecture Inc., Melinda Aust, AIA, LEED AP, President and Principal, 900 Keosauqua Way, Studio 431, Des Moines, IA 50309, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (the Agreement) in connection with the Greenhouse Relocation Design, not to exceed \$267,200.00; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 1 for additional professional services with the Consultant for additional design and construction phase services to design a ground-mounted, utility-connected photovoltaic electrical power generation system to provide all electrical needs for the Greenhouse Facility and adjacent City-owned facilities; and

NOW, THEREFORE, IT IS MUTUALLY AGREED, that the Agreement for Professional Services, Greenhouse Relocaton Design 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 \$201,110.00 to be paid on the basis of hourly labor rates and reimbursable costs as shown in Attachment 2 to the Agreement."

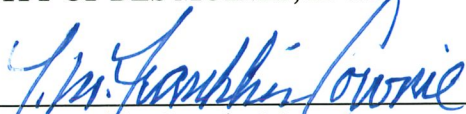
SECTION 4 – COMPLETION OF WORK, is amended by adding the following:

"The Consultant shall complete all services outlined in Supplemental Agreement No. 1 on or before August 1, 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 May 10, 2021 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 18th day of October, 2021.

CITY OF DES MOINES, IOWA



T.M. Franklin Cownie, Mayor

MA ARCHITECTURE, INC.




Melinda Aust, President and Principal

^N Form Approved:



Kathleen Vanderpool, Deputy City Attorney

Attest:



P. Kay Cmelik, City Clerk

**ATTACHMENT 1
SCOPE OF SERVICES
SUPPLEMENTAL AGREEMENT NO. 1**

**GREENHOUSE RELOCATION DESIGN
Activity ID 01-2021-010**

GENERAL

Consultant shall provide additional design and construction phase services to incorporate additional design improvements identified by the **CITY** as noted below:

DESIGN IMPROVEMENTS

1. Design a ground-mounted, utility-connected photovoltaic electrical power generation system to the south of the Greenhouse Facility site to provide all electrical needs for the Greenhouse Facility and adjacent **CITY**-owned facilities.

The Scope of Services to be performed by the **CONSULTANT** shall include detailed work, services, material, equipment and supplies to complete the design of the photovoltaic electrical power generation system and associated improvements. The **CONSULTANT** shall provide all necessary professional architectural/engineering services for completion of the project.

A. SUMMARY OF SERVICES

Basic Professional Services to be provided by the **CONSULTANT** as part of this proposal include the following:

1. Architectural Design and Construction Contract Administration.
2. Structural Engineering.
3. Mechanical and Electrical Engineering.
4. Telecom Engineering.
5. Civil Engineering, including utility service to the sites and storm water management that meets requirements in accordance with **CITY** of Des Moines ordinances and policies and the Iowa Statewide Urban Design and Specifications (SUDAS) Design Manual and Standard Specifications while accounting for existing system constraints (existing storm water pump station capacity, etc.).

Additional Professional Services to be provided by the **CONSULTANT** as part of this proposal and included in the total design fees are:

1. Cost estimating at 65%, 95%, and 100% Construction Documents.
2. Coordination with MidAmerican Energy.
3. Civil boundary and topographic survey.
4. Storm Water Pollution and Prevention Plan (SWPPP).
5. Landscape Design services.
6. Security system design services.
7. Record Drawings.

B. DESIGN PHASE SERVICES

1. Pre-Design

- A. Preparation of Site Survey
 - 1. Prepare a boundary / topographic / utility survey.
 - 2. Coordinate information by utility providers.
 - 3. Review the site information provided by the **CITY**:
 - a. Geo-technical report
 - b. Existing utility locations
 - c. Environmental and site-specific issues
- B. Meet with Permit and Development officials for Pre-Application Conference.
- C. Meet with the Zoning Board of Adjustment and hold required neighborhood meeting for conditional use approval hearing.

2. Construction Documents

- A. **CONSULTANT** shall prepare the following:
 - 1. Construction drawings, including:
 - a. Title Sheet
 - b. Project Phasing Plans (if required)
 - c. Site Plan
 - d. Civil
 - e. Landscape
 - f. Structural
 - g. Electrical, including Power and Lighting
 - h. Communications/Data (Telecom) Pathways
 - i. Technical specification sections.
 - B. Formal Quality Control reviews shall be conducted at 60% and 90% by **CONSULTANT**.
 - C. At the 65% and 95% completion of the construction documents phases, prepare an opinion of probable construction costs.
 - D. Schedule periodic progress reviews of construction documents by **CITY**'s representatives, and coordinate with the **CITY** for compliance with all applicable regulations.
 - E. Present final construction documents to **CITY**'s representatives for review and approval.
 - F. Assist in submission of documents to governmental authorities having jurisdiction over the project, for their review and approval.
 - G. Provide estimate of probable construction time required.
 - H. Deliverables:
 - 1. Provide construction drawings for review at each milestone (65%, 95%, 100%).
 - 2. Technical specifications for review at each milestone (65%, 95%, 100%).
 - 3. Area summary and executive summary. Revise as required for each milestone submission.
 - 4. Opinion of probable construction costs at 65% and 95% completion. Provide update for final documents, if required.

C. BID PHASE SERVICES

- A. Advise **CITY** on qualifications of prospective bidders.
- B. Lead Pre-Bid meeting with **CITY**'s representatives and prospective bidders.
- C. Receive questions from bidders and respond through addenda.
- D. Prepare addendum for distribution by the **CITY**.
- E. Deliverables:
 - 1. Provide one copy of the Final Bid Documents for printing and distribution by the **CITY**.

D. CONSTRUCTION PHASE SERVICES

A. Construction Administration

- 1. Pre-Construction Conference - The **CONSULTANT** shall conduct a pre-construction conference for the project with the Contractor and **CITY** and all interested parties to review the contract requirements, details of construction, utility conflicts and work schedule. The **CONSULTANT** shall prepare and distribute minutes of the conference.
- 2. Construction Progress Meetings – The **CONSULTANT** shall attend bi-weekly Contractor/Architect/Owner meetings conducted by the Contractor.
- 3. Shop Drawings - The **CONSULTANT** shall review the Contractor's shop drawings and other required submittals for conformance with the contract documents.
- 4. The **CONSULTANT** shall answer design interpretation questions from the City Engineer, Contractor, and review agencies.
- 5. Contractor Payment Requests - The **CONSULTANT** shall review and process 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 Engineer for payment of the appropriate amount for work completed since the last payment application.
- 6. Change Requests and Requests for Proposal - The **CONSULTANT** shall review and recommend proposed costs for approval of the **CITY** prior to Contractor's start of work under the change request. The **CITY** will write the change order.
- 7. During the Construction Services Phase, the **CONSULTANT** shall confer with the **CITY** to report project status.
- 8. Final Inspection and Punch List; Final Acceptance - The **CONSULTANT** shall coordinate final inspection and prepare a punch list of items to be completed. On the basis of such inspection, the **CONSULTANT** shall determine if the project is substantially complete according to the plans and specifications and shall make a recommendation to the Engineer regarding final payment. It is understood that the **CITY** will accept the project only after recommendation by the **CONSULTANT**.
- 9. Post Construction Services - The **CONSULTANT** shall assist the **CITY** in determining solutions to any problems that arise with the construction and the one-year warranty inspection.
- 10. Record drawings are to be provided by the **CONSULTANT**.

B. Construction Observation

- 1. The **CONSULTANT** shall cause its design personnel to make periodic visits to the site at intervals appropriate to the stage of construction and submit field reports on a weekly basis or as otherwise agreed by the **CITY** and **CONSULTANT** in writing, to provide field observation to ascertain the progress and quality of the work completed 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 observations to check the quality or quantity of the work. Construction Observation services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

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. 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 which the **CONSULTANT** knows 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**, take action to reasonably verify that these recommendations are implemented by the Contractor.

[END Attachment 1 – Scope of Services]

ATTACHMENT 2

STANDARD FEE SCHEDULE

**PROFESSIONAL SERVICES FOR
Greenhouse Relocation Design
Activity ID 01-2021-010**

MA ARCHITECTURE – STANDARD FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE (hourly)</u>
Principal	\$150.00
Licensed Architect	\$120.00
Architect-in-Training	\$100.00
Administrative	\$ 75.00

[END Attachment 2 – Standard Fee Schedule]

ATTACHMENT 3
SCHEDULE
SUPPLEMENTAL AGREEMENT NO. 1
GREENHOUSE RELOCATION DESIGN
Activity ID 01-2021-010

A. Preliminary Project Schedule

- | | |
|---------------------------------|---------------------------|
| 1) Notice to Proceed: | November 2021 |
| 2) Design: | November 2021 – June 2022 |
| • 65% Construction Documents: | February 18, 2022 |
| • 95% Construction Documents: | May 6, 2022 |
| • 100% Construction Documents: | June 17, 2022 |
| 3) Bid Letting: | July - September 2022 |
| 4) Construction Contract Award: | Fall 2022 |
| 5) Construction: | |
| • Commence Construction: | March 2023 |
| • Completion: | Summer 2023 |

[END Attachment 3 - Schedule]