



Roll Call Number

22-0301

Agenda Item Number

12

Date March 7, 2022

**APPROVING SUPPLEMENTAL AGREEMENT NO. 2 TO THE  
PROFESSIONAL SERVICES AGREEMENT (PSA) WITH  
SNYDER & ASSOCIATES, INC. FOR  
ADDITIONAL DESIGN AND CONSTRUCTION PHASE SERVICES FOR  
CLOSES CREEK STORM SEWER IMPROVEMENTS, PHASE 2A, 2B, 3 AND 11,  
NOT TO EXCEED \$95,205**

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 Snyder & Associates, Inc., David N. Moeller, President, 2727 SW Snyder Blvd., Ankeny, Iowa, 50023, for an additional amount not to exceed \$95,205, based on hourly labor rates and reimbursable costs, to provide additional design and construction phase services for Closes Creek Storm Sewer Improvements, Phase 2A, 2B, 3 and 11, 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.

(City Council Communication Number 22-091 attached)  
Activity ID 01-2020-011

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 98, Closes Creek Watershed Improvements, SM068,  
**PW** Storm Water Revenue Bonds

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. 2  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
CLOSES CREEK STORM SEWER IMPROVEMENTS  
PHASE 2A, 2B, 3 AND 11  
Activity ID 01-2020-011**

WHEREAS, on November 4, 2019, by Roll Call No. 19-1698, the City of Des Moines, Iowa, hereinafter referred to as the "City", and Snyder & Associates, Inc., David N. Moeller, President, 2727 SW Snyder Blvd., Ankeny, Iowa, 50023, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (the Agreement) in connection with the Closes Creek Storm Sewer Improvements Phase 2A, 2B, 3 and 11, not to exceed \$916,161.00; and \_

WHEREAS on August 24, 2020, the City and consultant entered into Supplemental Agreement No. 1 to remove Phase 11 from the Agreement and reduce the the total not to exceed amount of compensation under the Agreement by an amount of \$146,355; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 2 (Supplemental Agreement No. 2) for additional professional services with the Consultant for design and construction phase services associated with the Closes Creek Storm Sewer Improvements Phase 2A, 2B, 3 and 11 project; and

**NOW, THEREFORE, IT IS MUTUALLY AGREED**, that the Agreement for Professional Services, Closes Creek Storm Sewer Improvements Phase 2A, 2B, 3 and 11 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."

"Services set forth in Attachment 1, I, Additional Design Phase Services, Paragraphs 7, 9 and 10 are deleted from the Scope of Services in Attachment No. 2 to the 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 \$95,205.00 to be paid on the basis of hourly labor rates and reimbursable costs as shown in Attachment 3 to the Agreement. This amount also reflects a deduction for deleted services set forth in Attachment 1, I, Additional Design Phase Services, Paragraphs 7, 9 and 10 as deleted from the Scope of Services, Attachment No. 2 to the Agreement and the amount of credit for additional City-incurred expenses set forth in Paragraph 11.

**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 21, 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 November 2, 2019 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 7th day of March, 2022.


CITY OF DES MOINES, IOWA

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

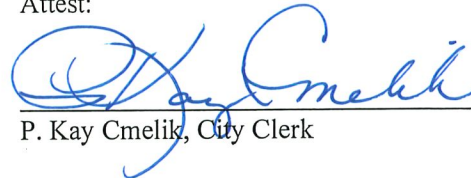
SNYDER & ASSOCIATES, INC.

  
\_\_\_\_\_  
Mark Land, Vice President

Form Approved:

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

Attest:

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

## ATTACHMENT 1

### CITY OF DES MOINES, IOWA SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES

#### SCOPE OF SERVICES

#### CLOSES CREEK STORM SEWER IMPROVEMENTS PHASE 2A, 2B, 3 AND 11 Activity ID 01-2020-011

The Scope of Services to be performed by the CONSULTANT shall include the services and supplies to complete the following tasks:

##### I. ADDITIONAL DESIGN PHASE SERVICES

The CONSULTANT shall perform the following additional design services for Phase 2A and Phase 2B:

1. Sanitary Sewer Relocation — During development of the Phase 2B detention basin design and after obtaining the detailed topographic survey, the proposed grading was found to be in conflict with two existing sanitary sewer mains through the area. To facilitate the basin grading, CONSULTANT was required to design approximately 1,000 feet of a new replacement sanitary sewer. The CONSULTANT provided additional field visits to verify existing sewer components, reviewed available sewer tapes to verify service connections, sewer layout and design, contract documents, and Iowa DNR permitting assistance.
2. Leonard Place Footing Drain — The CONSULTANT designed a footing drain collector along Leonard Place in Phase 2B at the CITY's request, which was outside of the conceptual project limits. The CONSULTANT provided field visits to the site, footing drain layout and design, and contract documents.
3. Landscaping & Planting Plan — The CONSULTANT developed landscaping and planting design plans and contract documents for Phase 2B requested by the CITY after public feedback.
4. Detention Basin Outlet Redesign — The final Phase 2B lower basin outlet design was submitted to the City on 12/29/20 reflecting revisions based on comments and concerns for maintenance and cleaning of the orifice-controlled outlet structure. On 3/9/21, after submittal of the final plans, the CITY requested a redesign of the outlet structure using a unique open frame stop log-controlled outlet design and open grate top in lieu of a solid cover. The CONSULTANT redesigned to modify the

outlet structure details, modify and incorporate example details provided by the City for the open frame stop log system, and design and detail the open grate cover.

5. After CITY review of the preliminary design and pursuant to concerns raised by adjacent property owners, a determination was made by the CITY to include additional improvements and slope stabilization grading at and near the intersection of Mondamin and 33<sup>rd</sup> Street in Phase 2A. The CONSULTANT included this design in Phase 2A at the CITY's request.
  - a. The CONSULTANT provided additional field survey to facilitate the design of improvements in this area.
  - b. The CONSULTANT provided two additional site visits to review the site, storm sewer and intake analysis and design, grading design, and contract documents to facilitate the inclusion of improvements in this area with the project.
6. After completion of the final construction documents for a separate Phase 2A and 2B plan set, the CITY requested the CONSULTANT merge the final plans for Phase 2A and Phase 2B, into one set for bidding purposes. This included revisions to the construction drawings, technical specifications, bid items, estimate reference information, quantities, and cost opinion to reflect a cohesive single contract project in lieu of separate projects.
7. Eliminated from the Scope of Work are services associated with the design of a pedestrian bridge from Leonard Place to Perkins Elementary School in Phase 2B. During design the City opted to replace the planned pedestrian bridge with an unpaved walking trail crossing of the basins via the dividing berm. Eliminated work as set forth in Attachment 2 to the Agreement includes design of alignment and type, size, and location under Part IV.B.6 and pedestrian bridge plan sheet including prefabricated bridge of a design provided by the CITY, abutments, and pedestrian trail connection under Part V.B.B.
8. At the CITY's request, the CONSULTANT provided the conceptual design flows and nodes from the concept hydraulic and hydrologic model for Phases 5, 11, and 12 to be incorporated into the design of adjacent work by others.
9. Eliminated from the Scope of Work are services associated with a pre-bid meeting for Phase 2A as set forth in Attachment 2 to the Agreement, Part VI.D.

10. Eliminated from the Scope of Work are services associated with bidding services for Phase 2B as set forth in Attachment 2 to the Agreement, Part IV. This work was not completed as the bid letting for Phase 2A and Phase 2B were combined into a single bid letting.
11. Due to delays in the finalization of the project design, the CITY incurred expenses from extra time required of CITY personnel to manage the resultant schedule delays. An adjustment to the compensation to CONSULTANT is being taken for 12 hours spent accommodating the schedule changes.

## II. CONSTRUCTION PHASE SERVICES

After award of the construction contract for the project, the CONSULTANT shall assist the CITY with the following construction services:

### A. CONSTRUCTION ADMINISTRATION ASSISTANCE — PHASES 2A, 2B, AND 3

1. Pre-construction Conference — The CONSULTANT shall attend and participate in the pre-construction conference, to be scheduled and facilitated by the CITY. CONSULTANT shall assist in inviting utility representatives, provide utility accommodation updates, review contract requirements and details of construction, assist with meeting documentation, and assist with preparation of meeting minutes to be distributed by the CITY.
2. Shop Drawings — The CONSULTANT shall review selected Contractor's shop drawings and other required submittals for compliance with the contract documents.
3. Design Interpretations/Change Orders/Applications for Payment — The CONSULTANT shall be available to discuss the project design with the CITY's project manager and the Contractor during the construction phase. Inquiries during the construction period relating to design elements shall be addressed by the CONSULTANT. During the construction phase, the CONSULTANT shall provide to the CITY responses regarding design questions, proposed design modifications, change order requests and applications for payment. 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.
4. Design Modifications — The CONSULTANT shall review and develop revised construction plans or details to modify the design as necessary during construction. For purposes of this Agreement, the work includes an estimated three (3) design revisions.

5. Construction Observation Assistance/Site Visits — The CONSULTANT shall cause its design personnel to make periodic site visits on an on-call basis as requested by the CITY, who will be providing full-time inspection on the Project. The CONSULTANT shall assist CITY inspection staff in evaluating the progress and quality of the work to determine if the work is being performed in accordance with the contract documents. The CONSULTANT shall not be responsible for Contractor's means, controls, techniques, sequence, and safety procedures.
6. Notification of Nonconformance – The CONSULTANT shall be aware of the progress and quality of the Work. The CONSULTANT shall notify the CITY and Contractor of any work which is unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents. The CONSULTANT shall advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the CITY, verify that these recommendations are implemented by the Contractor.

#### B. CONSTRUCTION SURVEY — PHASE 2A and PHASE 2B

The CONSULTANT shall provide the following Construction Survey services for the Phase 2A and Phase 2B portion of the Phase 2A/2B construction contract:

1. Project Civil CAD files, GPK's, plan set, and revisions / addendums will be obtained internally by Snyder & Associates.
2. Project site horizontal and vertical control point verification and set up. Control points will be available for the contractor for machine control.
3. Horizontal layout of temporary and permanent easements.
4. Storm sewer pipe, structures, and structure adjustments (station location offsets with flow line, rim, form grade, inlet elevations per SUDAS).
5. Hydrant locations, water main pipe, water critical crossings, and structure adjustments (centerline pipe, top of pipe elevations, hydrant structure offsets).
6. Existing pavement and median removals, grading limits (100' intervals and points of deflection).
7. Roadway pavement pave-through, median, turn lane, and intersection grading (staking on 50' intervals on tangents and points of deflection to a pre-determined height).
8. Roadway pavement pave-through, median, turn lane, driveways, and intersection back of curb (paving hubs staked on 25' intervals on tangents and points of deflection to a pre-determined height).
9. Trail and sidewalk ADA grade and pavement (paving hubs staked on 50' intervals on tangents and points of deflection to a pre-determined height).
10. Trees to be removed will be marked in a pre-determined manner coordinated with the tree removal contractor.
11. Underground utilities and public utility easements for utilization by franchise utilities in placing relocated utilities (100' intervals and points of deflection).

12. **ADDITIONAL SERVICES:** The following survey services are considered additional and if requested can be performed on the basis of supplemental agreement or on an hourly basis in accordance with Snyder & Associates' current Standard Fee Schedule.
  - a. Re-staking
  - b. As-built Survey
  - c. Record Drawings
  - d. Monument preservation or re-setting
  - e. Survey certifications
  - f. Monitoring