



Roll Call Number

22-0586

Agenda Item Number

9

Date April 18, 2022

APPROVING SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH STANTEC CONSULTING SERVICES, INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR DES MOINES LEVEE ALTERATIONS – PHASE B, FOR AN AMOUNT NOT TO EXCEED \$1,649,470

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That Supplemental Agreement No. 3 between the City of Des Moines and Stantec Consulting Services, Inc., John S. Montgomery, Senior Vice President, 1859 Bowles Avenue, Suite 250, St. Louis, Missouri, 63026, for an additional amount not to exceed \$1,649,470, based on hourly labor rates and reimbursable costs, to provide professional services for Des Moines Levee Alterations – Phase B, 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. 3 for and on behalf of the City of Des Moines, Iowa.

(City Council Letter Number 22-171 attached)
Activity ID 01-2018-009

Moved by Gatto to adopt. Second by Boesen

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

SLN
PW

Funding Source: 2022-2023 CIP, Page 105, Flood Mitigation Improvements, SM087, State Flood Mitigation funds

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
MANDELBAUM	✓			
SHEUMAKER	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

MOTION CARRIED 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. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES
DES MOINES LEVEE ALTERATIONS - PHASE B
Activity ID 01-2018-009**

WHEREAS, on May 7, 2018, by Roll Call No. 18-0751, the City of Des Moines, Iowa, hereinafter referred to as the "City", and Stantec Consulting Services Inc., Gordon A. Johnston, President, 200.10160 112 Street; Edmonton, AB, Canada T5K 2L6, hereinafter referred to as the "Consultant", entered into a Professional Services Agreement (the Agreement) in connection with the Des Moines Levee Alterations - Phase B, not to exceed \$1,363,700; and

WHEREAS on March 9, 2020, by Roll Call No. 20-0405, the City and consultant entered into Supplemental Agreement No. 1 for additional design services, not to exceed \$210,600; and

WHEREAS on January 25, 2021, by Roll Call No. 21-0073, the City and consultant entered into Supplemental Agreement No. 2 for additional Design Phase Services including easement plats and gateway 143 modifications, not to exceed \$81,000; and

WHEREAS, the City staff has negotiated a Supplemental Agreement No. 3 for additional professional services with the Consultant for Phase B Construction Phase Services; and

NOW, THEREFORE, IT IS MUTUALLY AGREED, that the Agreement for Professional Services, Des Moines Levee Alterations - Phase B 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 amount not to exceed \$1,649,470 to be paid on the basis of hourly labor rates and reimbursable costs as shown in Attachment 2 to this Supplemental Agreement."

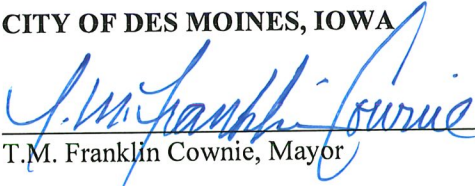
SECTION 4 – COMPLETION OF WORK, is amended by adding the following:

"The Consultant shall complete all services outlined in Supplemental Agreement No. 3 on or before May 24, 2024, 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 7, 2018 Agreement, as amended, shall remain in full effect except as modified by this Supplemental Agreement No. 3.

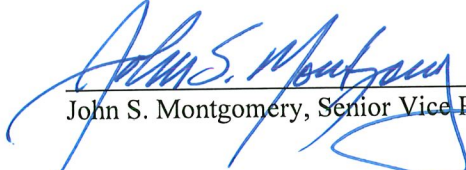
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of this 18th day of April, 2022.

CITY OF DES MOINES, IOWA



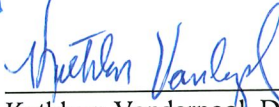
T.M. Franklin Cownie, Mayor

STANTEC CONSULTING SERVICES, INC.



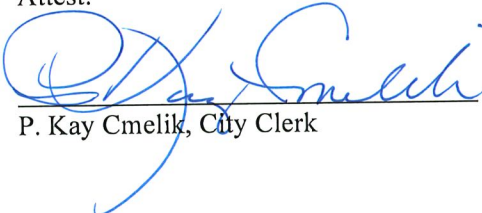
John S. Montgomery, Senior Vice President

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. 3
DES MOINES LEVEE ALTERATIONS – PHASE B
Activity ID 01-2018-009**

CONSTRUCTION PHASE SERVICES

A. CONSTRUCTION ADMINISTRATION

The items described below are **CONSULTANT**'s tasks for construction phase services for the referenced project. For budgeting purposes, the **CONSULTANT** has based this scope of services and associated fee estimate on the understanding that there will be seventy-five (75) weeks of active construction. The **CONSULTANT** shall be responsible to complete construction observation work necessary to verify the Project is constructed in accordance with the approved Plans and Specifications:

1. Pre-Construction Conference: The **CONSULTANT** shall lead 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 **CONSULTANT**. **CONSULTANT** attendees shall include the Engineer and up to three additional representatives.
2. Construction Meetings: The **CONSULTANT** shall coordinate and conduct construction progress meetings with the Contractor, **CITY**, and other engineering consultants to review the contract requirements, details of construction, utility conflicts and work schedule. The **CONSULTANT** will have up to four representatives at the meeting via web or teleconference to provide support on technical topics. It is assumed that meeting agendas and notes shall be produced by the **CONSULTANT** and distributed to meeting attendees. Attendance at up to seventy-five (75) meetings are included in this scope of services.
3. 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. For budgeting purposes, the **CONSULTANT** has estimated a maximum of one hundred (100) submittals or resubmittals (resubmittals shall count as an additional towards this tally) will be reviewed as part of this scope of services. Shop drawing submittal reviews conducted by **CONSULTANT** are for the purpose of checking for conformance with the contract documents and the design concepts expressed therein.
4. Design Interpretation Questions or Requests for Information (RFI): The **CONSULTANT** shall provide answers to design interpretation questions from **CITY**, Contractor, review agencies and utilities. For budgeting purposes, the **CONSULTANT** has estimated a maximum of thirty-five (35) RFIs to be reviewed as part of this scope of services.
5. 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**. For budgeting purposes, the **CONSULTANT** has estimated a

maximum of 20 progress payment application reviews and one (1) final progress payment application review as part of this scope of services.

6. Change Orders - The **CONSULTANT** shall assist the **CITY** with the review of Contractor change orders and make recommendation regarding approval to the **CITY** prior to Contractor's start of work under the change order. For budgeting purposes, the **CONSULTANT** has estimated a maximum of ten (10) Contractor change order reviews as part of this scope of services.
7. Project Status - During the Construction Services Phase, the **CONSULTANT** shall confer with the **CITY** to report project status. The **CONSULTANT** shall attend monthly conference calls with the **CITY** project manager and construction team. The **CONSULTANT** shall provide meeting agendas and minutes and distribute to meeting attendees. The **CONSULTANT** will have up to four representatives at the meeting via web or teleconference. For budgeting purposes, the **CONSULTANT** has estimated attendance at up to fifteen (15) meetings as part of this scope of services.
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. **CONSULTANT** representatives will include up to three Engineering team members. The **CONSULTANT**'s observations will be limited to visual observations only and no testing is planned.
9. Final Inspection and Final Acceptance – The **CONSULTANT** shall coordinate final inspection with the Contractor and **CITY** and verify the punch list items have been 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 **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**.
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** also has the right to rely on the as-built survey data obtained by Contractor's Surveyor for preparation of the record drawings.
11. Construction Documentation Report – At the completion of construction, the **CONSULTANT** shall prepare a Construction Documentation Report that documents the construction. This document will be used for; 1) submittal to the United States Army Corps of Engineers (USACE) as part of the Section 408 permission; and 2) to support the **CITY**'s future system accreditation request from the Federal Emergency Management Agency (FEMA). This scope includes development of a draft report, a conference call with the **CITY** to discuss the report, addressing a single round of comments from the **CITY** and USACE, and submitting a final report. The report shall include the following main sections:
 - Construction Contractor Methods for specific project elements
 - Testing and Quality Control
 - Construction Deviations

Appendices to the report could include the following data and information:

- Record Construction and Real Estate Drawings
- Record Project Specifications
- Construction Photos
- Daily Field Reports
- Technical Submittals from Contractor

- Requests for Information from Contractor
 - Construction Change Management Documents
 - Test Results
 - Construction Deviations and Work Stop Orders
 - Construction Progress Meeting Minutes
 - Project Decision and Action Items Log
 - Contractor Payment Applications
 - Final Construction Schedule
12. Operation and Maintenance Manual Update – **CONSULTANT** shall assist the **CITY** with updating the existing Operation and Maintenance Plan (O&M Plan) for designed features specific to Phase B. It is the **CONSULTANT**'s understanding that this scope allots time for providing available supporting information for update to the O&M Plan by the **CITY**. The O&M is anticipated to generally follow an USACE Rock Island District preferred O&M Plan outline. For budgeting purposes, the **CONSULTANT** has allotted up to 40 hours of staff labor for O&M Manual development specific to Phase B are included in this scope of services.
13. Levee System Evaluation Package – At the completion of construction, the **CONSULTANT** shall prepare a report documenting the constructed elements designed by the **CONSULTANT** for Phase B relative to 44 CFR 65.10 criteria. For budgeting purposes, the **CONSULTANT** has allotted up to 80 hours of staff labor for developing the following preliminary documents relative to 44 CFR 65.10 for Phase B.
- Draft Levee System Evaluation Package with FEMA Submission Forms
 - Basis of Design Report including Construction Addendums
 - Top of Levee – As-built Plan and Profile (Record Drawings, see No. 10 above)
 - Construction Documentation Report (see No. 11)
 - Operation and Maintenance Manual (see No. 12)
14. Procore[®] Construction Management Software – **CONSULTANT** shall document work progress through the use of Procore[®] construction management software to timely document or keep up-to-date work progress, submittals, RFIs, change orders, meeting notes/agendas, and Contractor pay applications. Tasks to be performed by **CONSULTANT** shall include:
- Obtain and pay for Procore[®] software user license and maintenance fees. This scope of services includes an allotment of \$45,000 for software user license and maintenance fees. This allotment includes obtaining the Project Management, Quality & Safety, and Financial modules of the software. The software license shall include City access and download rights to all records and data in Procore[®] for the Project.
 - Implementation and maintenance of forms for collecting project information and data
 - Establishing and maintaining file structure for the project
 - Establishing and maintaining project workflows
 - Maintain functionality of the software to support the project throughout the construction period
15. Project Support – Routine project management activities for schedule updates, budget tracking, invoicing, and staff management. For budgeting purposes, the **CONSULTANT** has allotted an allowance of two (2) staff hours per week during active construction periods for this task.

B. CONSTRUCTION OBSERVATION

1. The **CONSULTANT** shall provide one full-time onsite construction observer and one half-time onsite construction observer for the Project on site daily during all construction activities 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. Construction observation services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety. 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 uploaded to the Project's Procore software construction management account for **CITY** review.

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

- Contractor'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.
- Daily activities, decisions, and observations.

The **CONSULTANT** observation team shall consist of a Senior Inspector and a Junior Inspector. It is anticipated that the Junior Inspector will be onsite full time (50 hours/week) during active construction and the Senior Inspector half time (20 hours/week). **For budgeting purposes, the CONSULTANT has based this scope of services and associated fee estimate on the understanding that there will be seventy-five (75) weeks of active construction.** The **CONSULTANT** field observation team shall be supported by the Engineer of Record and support staff involved during the Project's design phase.

The **CONSULTANT** observation team shall conduct on-site sampling and testing as listed in the project specifications, 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.

In addition to the daily site observation by **CONSULTANT** described above, periodic site visits shall be conducted by the **CONSULTANT** Engineer. For budgeting purposes, the **CONSULTANT** has allotted 20 hrs/visit (including preparation and travel time) for ten (10) visits. Efforts will be made to schedule these visits on the same day of weekly construction progress meeting.

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. For budgeting purposes, it is estimated in this scope of services that the Contractor will request six (6) waivers total.
3. The **CONSULTANT** shall coordinate the acceptance testing and monitoring according to the specifications. The **CONSULTANT** shall perform on-site concrete testing and the **CONSULTANT** shall pick up and break concrete samples. On-site soil moisture and density testing shall be performed by the **CONSULTANT**. Testing results shall be provided by the **CONSULTANT** and uploaded to the project's Procore construction management account on a weekly basis during active construction periods.
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 and shall notify the **CITY** if work is observed 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**, verify that these recommendations are implemented by the Contractor.

C. CONSTRUCTION SURVEY AND UTILITY COORDINATION

1. Miscellaneous Survey – The **CONSULTANT** shall provide supplementary survey at check points during construction as determined deemed necessary by **CONSULTANT** or as needed for plan revision changes. For budgeting purposes, the **CONSULTANT** has allotted 60 hours of survey as part of this task.
2. Utility and Regulatory Coordination – The **CONSULTANT** shall provide support to the **CITY** for coordination with private utility companies and regulating agencies during construction. For budgeting purposes, the **CONSULTANT** has allotted \$38,540 for this survey and utility coordination task.

ATTACHMENT 2

STANTEC 2022 RATE SCHEDULE

STANTEC 2022 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS (Page 1 of 2)

Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

LEVEL	HOURLY RATE	DESCRIPTION
3	\$99	Generally Not applicable (Admin, CADD Tech., Stenographer) <ul style="list-style-type: none"> May on occasion be appropriate for intern and clerical support.
4 5 6	\$111 \$120 \$124	Clerical, Interns, & Field/Lab Techs (Geologist, Environmental Scientist/Planner, GIS Specialist, GIS Technician, Engineering Technician, Senior CADD Tech) <ul style="list-style-type: none"> Assists Office Administrators, Engineers, Designers, and field staff with clerical and routine entry level tasks.
7 8 9	\$132 \$136 \$147	Junior-level position, Administrative (Project Engineer, GIS Project Manager, Design CADD Tech) <ul style="list-style-type: none"> Independently carries out assignments of limited scope using standard procedures, methods and techniques Assists senior staff in carrying out more advanced procedures Completed work is reviewed for feasibility and soundness of judgment Recent graduate from an appropriate post-secondary program or equivalent.
10 11 12	\$153 \$166 \$172	Professional level positions (Senior Level Project Engineer, Geologist, Geohydrologist, Environmental Scientist, GIS Manager) <ul style="list-style-type: none"> Carries out assignments requiring general familiarity within a broad field of the respective profession Makes decisions by using a combination of standard methods and techniques Actively participates in planning to ensure the achievement of objectives Works independently to interpret information and resolve difficulties Provides applied professional knowledge and initiative in planning and coordinating work programs
13 14 15	\$181 \$187 \$207	Highly-specialized technical professional or project supervisor (Project Manager/Senior Engineer) <ul style="list-style-type: none"> Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Participates in short and long range planning to ensure the achievement of objectives Makes responsible decisions on all matters, including work methods, and financial controls associated with projects Decisions accepted as technically accurate Reviews and evaluates technical work
16 17	\$237 \$248	Senior level consultant or management function (Associate Engineer/Program Manager) <ul style="list-style-type: none"> Recognized as an authority in a specific field with qualifications of significant value Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Independently conceives programs and problems for investigation Participates in discussions to ensure the achievement of program and/or project objectives Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects
18 19 20 21	\$251 \$259 \$270 \$281	Senior level management position (Professional Consultation/Principal Engineer) <ul style="list-style-type: none"> Recognized as an authority in a specific field with qualifications of significant value Responsible for long range planning within a specific area of practice or region Makes decisions which are far reaching and limited only by objectives and policies of the organization Plans/approves projects requiring significant human resources or capital investment Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, fifteen years' experience with extensive professional and management experience

ATTACHMENT 2
STANTEC 2022 RATE SCHEDULE

STANTEC 2022 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS
(Page 2 of 2)

Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost
Travel Lodging/Meals	Actual Cost
Capital Purchases and Expendable Materials	Actual Cost
Postage and Shipping	Actual Cost
Standard Field Equipment	Rates available upon request