



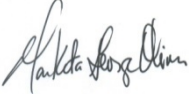
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6i
For Meeting of 04/20/2020

ITEM TITLE: Consideration of Resolution approving the Professional Services Agreement with Veenstra & Kimm, Inc. for the Water Tower Project

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION: The City has as one of its priorities, the construction of a water tower. The attached contract with Veenstra & Kimm engages engineering services for water tower design. The contract is in the amount of \$81,000 and will be paid from the water utility. The City's Engineer has already identified several areas where it makes the most sense to construct a water tower. The project becomes more essential as the City grows. Additionally, the City is hopeful that some federal funds may be available to help offset the cost of the water tower project and would like to ensure that design is ready to be able to compete for those funds.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ___ Contract _____ Other (Specify) _____
Funding Source _____ Water Utility _____
APPROVED FOR SUBMITTAL _____  City Administrator

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200420-110

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA
& KIMM, INC. FOR THE WATER TOWER PROJECT

WHEREAS, the City currently provides water service through two connections to the Des Moines Water Works; AND

WHEREAS, the City of Bondurant currently does not have water storage within its water distribution system; AND

WHEREAS, due to the recent and expected growth the City has reached a size where proper operation of its water distribution system requires water storage within the distribution system; AND

WHEREAS, the City has determined construction of a water tower is a high priority for the future operation of the water distribution system; AND

WHEREAS, the City has determined construction of a water tower is a high priority of the future operation of the water distribution system; AND

WHEREAS, the Agreement is based on a new 1,000,000-gallon tower; AND

WHEREAS, although the Agreement is based on a 1,000,000-gallon tower, the Agreement indicates the City can bid alternate sizes for the water tower; AND

WHEREAS, the Agreement provides for an expedited design completion; AND

WHEREAS, the Agreement includes design and future construction related services; AND

WHEREAS, given the uncertainty regarding the timing for actual construction of the project, any services associated with bidding and construction would be included in a future amendment to the Agreement; AND

WHEREAS, the Engineers shall prepare an estimate of cost for the construction contract; AND

WHEREAS, the preliminary and final design for the Project shall be completed 120 calendar days after Notice to Proceed; AND

WHEREAS, the City shall compensate the Engineers for services under this Agreement; AND

WHEREAS, the fee for services for design, preparation of the plans and specifications, and permit applications shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of Eighty-one Thousand Dollars (\$81,000),

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Professional Services Agreement with Veenstra & Kimm, Inc. for the Water Tower Project, is hereby approved.

Passed this 20th day of April, 2020,

By: _____
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Enos				
Cox				
McKenzie				
Elrod				
Peffer				



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

April 13, 2020

Marketa Oliver
City Administrator
City of Bondurant
200 Second Street NE
P.O. Box 37
Bondurant, Iowa 50035

BONDURANT, IOWA
WATER TOWER PROJECT
AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed are two copies of a proposed Agreement between the City of Bondurant and Veenstra & Kimm, Inc. of the Water Tower project. The Agreement is based on a new 1,000,000-gallon tower. Although the Agreement is based on a 1,000,000-gallon tower, the Agreement indicates the City can bid alternate sizes for the water tower. The Agreement provides for an expedited design completion.

The Agreement includes design and future construction related services. Given the uncertainty regarding the timing for actual construction of the project, any services associated with bidding and construction would be included in a future amendment to the Agreement.

The Agreement for the Water Tower project is being transmitted to the City for review and consideration.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', is written over the company name.

H. R. Veenstra Jr.

HRVJr:kld
0-11
Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA WATER TOWER

THIS AGREEMENT, made this _____ day of _____, 2020 by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **CITY**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **ENGINEERS**,

WITNESSETH, THAT WHEREAS, the City currently provides water service through two connections to the Des Moines Water Works, and

WHEREAS, the City of Bondurant currently does not have water storage within its water distribution system, and

WHEREAS, due to the recent and expected growth the City has reached a size where proper operation of its water distribution system requires water storage within the distribution system, and

WHEREAS, the City has determined construction of a water tower is a high priority for the future operation of the water distribution system, and

WHEREAS, the City desires to move forward with the design and future construction of approximately a 1,000,000 gallon water tower located in the eastern part of the City, with said project being referred to as the **Water Tower** or **Project**, and

WHEREAS, the City desires to retain the services of the Engineers for design and construction services for the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services for the Project subject to the following terms and conditions:

1. **PROJECT SCOPE.** It is understood and agreed the scope of the Project shall consist of:
 - a. In consultation with the City, determine the site for the new water tower.
 - b. New water tower with the volume of approximately 1,000,000 gallons.

- c. Water mains as necessary to connect the new water tower to the existing water distribution system.
2. **DESIGN SERVICES.** The design services for the Project shall include the following:
 - a. Prepare the preliminary and final plans and specifications for the Water Tower.
 - b. Prepare the preliminary final plans and specifications for the connector water mains.
 3. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications.
 4. **GEOTECHNICAL SERVICES.** The Engineers shall retain the services of a geotechnical consultant to complete soil borings necessary for the design of the water tower.
 5. **SITE ACQUISITION.** The Engineers shall complete the necessary surveys and prepare plats and legal descriptions for the acquisition of the water tower site. Acquisition of the site includes negotiations and meetings with the property owners.
 6. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
 7. **SIZE AND STYLE.** During the design of the Project the Engineers shall consult with the City on issues relating to style and capacity of the Water Tower. If determined appropriate by the City, the Engineers shall include in the plans and specifications provisions to bid alternate styles and sizes of tanks.
 8. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the Owner.

9. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
10. **EASEMENT DOCUMENTS.** The Engineers shall prepare all necessary easements for the water mains associated with the Project.
11. **PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Engineers' fees.
12. **BIDDING SERVICES.** During the bidding phase of the Project the Engineers shall provide the following services:
 - a. Distribute plans and specifications to contractors and vendors at no charge.
 - b. Answer contractor and vendor questions.
 - c. Issue any necessary addendum to the plans and specifications.
 - d. Attend the bid opening, prepare a bid tabulation and make recommendation to the City on award of contract.
 - e. Attend the City Council meeting at which the award of contract will be considered.
 - f. Prepare contract documents, including contracts and bonds and coordinate the signature by contractor and City.
 - g. Distribute executed contract documents.
 - h. Prepare and conduct preconstruction conference.
13. **RECORD DRAWINGS.** At the completion of construction the Engineer shall prepare record drawings showing the as constructed. The City will be provided two full size sets of record drawings, two half size sets of record drawings and an electronic copy of the record drawings in .pdf file format.

- 14. CONSTRUCTION ADMINISTRATION SERVICES.** During the construction phase of the Project the Engineer shall provide the following construction administration services:
- a. Coordinate construction with the contractor, including answering inquiries from the contractor, City and general public.
 - b. Provide construction staking as necessary for Project.
 - c. Prepare necessary change orders, and coordinate the approval of change orders.
 - d. Determine the monthly quantities of work completed and prepare and process partial payment applications to the City.
- 15. RESIDENT REVIEW SERVICES.**
- a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. Resident review services shall include appropriate inspections, including those that require climbing of the water tower during and following construction.
 - b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a part time basis during the construction work on the Project.
 - c. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced with the erection and coating of water towers.
- 16. FINAL REVIEW.** The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.
- 17. RESPONSIBILITIES OF THE CITY.** The City shall furnish available information on the existing water mains.

18. COMPLETION. The preliminary and final design for the Project shall be completed as follows:

a. Design: 120 calendar days after Notice to Proceed.

19. COMPENSATION. The City shall compensate the Engineers for services under this Agreement as set forth in this section.

a. The fee for services for design, preparation of the plans and specifications, and permit applications as set forth in **2. DESIGN SERVICES** through **11. PERMITS AND LICENSES** shall be on the basis of the Engineers' standard hourly fees, plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of Eighty-one Thousand Dollars (\$81,000).

b. Due to the uncertainty as to the schedule for construction of the Project the fee for services for bidding, construction administration and construction observation as set forth in **12. BIDDING SERVICES** through **16. FINAL REVIEW** shall be set forth in a subsequent Amendment to Agreement to be approved prior to the start of the bidding phase of the Project.

20. METHOD OF PAYMENT. The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

21. NOTICE TO PROCEED. Approval of this Agreement by the City shall constitute Notice to Proceed.

22. SERVICES NOT INCLUDED. Services not included in this Agreement include the following:

a. Easement acquisition.

b. Services associated with any arbitration or litigation that may arise in conjunction with the construction of the Project for which the City may be named a party.

- 23. **TERMINATION OF AGREEMENT.** If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.
- 24. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 25. **TITLE TRANSFER.** The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

- 26. **CONFIDENTIALITY.** No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any individual or organization by the Engineers without the prior written approval of the City. The Engineers shall have the right to communicate directly with IDNR during the progress of the Agreement to achieve a timely review and approval of the Project.
- 27. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$2,000,000/2,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

- 28. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 29. ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
- 30. MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
- 31. LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 32. COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Chairman

By  _____

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 (Effective July 2019)

Management I	\$175.00
Management II	172.00
Process Engineer	196.00
Engineer I-A	175.00
Engineer I-B.....	165.00
Engineer I-C	157.00
Engineer I-D	150.00
Engineer II-A	143.00
Engineer II-B.....	132.00
Engineer III-A	125.00
Engineer III-B.....	120.00
Engineer III-C	117.00
Engineer IV	113.00
Engineer V	105.00
Engineer VI	102.00
Engineer VII	94.00
Engineer VIII	90.00
Engineer IX.....	84.00
Engineer X.....	76.00
Engineer XI.....	69.00
Engineer XII.....	63.00
Design Technician I.....	100.00
Architect	100.00
Planner I	111.00
Planner II	75.00
Planner III	69.00
Drafter IA	99.00
Drafter IB	92.00
Drafter II	86.00
Drafter III	81.00
Drafter IV	75.00
Drafter V	63.00
Drafter VI	60.00
Drafter VII	47.00
Clerical I	91.00
Clerical II	63.00
Clerical III	55.00
Clerical IV.....	48.00
Clerical V.....	38.00
Construction Manager	170.00
Surveyor I.....	120.00
Surveyor II.....	99.00
Technician I	88.00
Technician II	81.00
Technician III	74.00
Technician IV.....	72.00

Technician V	65.00
Technician VI.....	60.00
Technician VII.....	51.00
Technician VIII.....	45.00
Technician IX.....	37.00
Building Inspector I	157.00
Building Inspector I-A.....	111.00
Building Inspector II	86.00
Building Inspector III	63.00
Robotics.....	30.00/Hour
GPS	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics.....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler.....	45.00/Hour
Mileage.....	.575¢/Mile