



**BUSINESS OF THE CITY COUNCIL  
BONDURANT, IOWA  
AGENDA STATEMENT**

Item No. 6m  
For Meeting of 03/23/2020


**ITEM TITLE:** Resolution approving an amendment to professional services agreement with Veenstra & Kim for the Northwest Trunk Sewer to provide construction observation services

**CONTACT PERSON:** John Horton, Public Works Director

**SUMMARY EXPLANATION:** This is an amendment to the original professional services agreement for Engineering and design work related to the Northwest Trunk Sewer Project. This amendment is for Veenstra and Kim to provide construction observation services for the Northwest Trunk Sewer Project due to the number of ongoing commitments of Public Works Staff.

Veenstra & Kim will provide resident construction observation and merge the general administrative services of the original agreement into one single service. The original agreement provided for a \$19,000 fee for general administrative services. This agreement replaces that with a \$150,000 maximum fee to provide both administrative and resident construction observation for the project. The design fee for this project will remain at \$124,000 with a maximum of \$150,000 for construction services and \$4,000 fee to create the connection fee district the total engineering cost for the project would be \$278,000 or about 12.25% of the total estimated project cost.

Staff would recommend approval of the amendment of the professional services agreement for the Northwest Trunk Sewer Project to provided resident construction services not to exceed \$150,000.

<input checked="" type="checkbox"/> Resolution _____	Ordinance ___	Contract ___	Other (Specify) _____
Funding Source _____		Budgeted engineering services/Bond Funds _____	
APPROVED FOR SUBMITTAL _____			
		Public Works Director	

**RECOMMENDATION:** Approve resolution on a roll call vote.

CITY OF BONDURANT  
RESOLUTION NO. 200323-79

RESOLUTION APROVING THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE  
NORTHWEST TRUNK SEWER PROJECT TO INCLUDED CONSTRUCTION SERVICES TO NOT EXCEED  
\$150,000

WHEREAS, on March 23rd, 2020 the City of Bondurant received the amendment to the professional services agreement for the Northwest Trunk Sewer Project; AND

WHEREAS, the City Council approves the amendment to the professional services agreement for the Northwest Trunk Sewer Project; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that amendment to the Northwest Trunk Sewer Project professional services agreement is awarded to Veenstra & Kim and the contract is hereby approved

Passed this 23rd day of March, 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

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Enos				
McKenzie				
Elrod				



March 4, 2020

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

BONDURANT, IOWA  
NORTHWEST TRUNK SEWER  
AMENDMENT TO AGREEMENT  
CONSTRUCTION OBSERVATION SERVICES

The agreement between the City of Bondurant and Veenstra & Kimm, Inc. for the Northwest Trunk Sewer project included design services and limited general administrative services during construction. The agreement indicated the agreement would be amended if Veenstra & Kimm, Inc. is to provide resident observation services.

Based on our discussion on March 3, 2020 it is understood the City intends to have Veenstra & Kimm, Inc. provide the resident observation services due to the number of ongoing commitments of the Public Works staff.

Enclosed are two copies of a proposed Amendment to Agreement. The Amendment to Agreement adds the resident observation services and merges the general administrative services and resident observation services into a single service. Under the Agreement the \$19,000 fee for limited general services during construction is replaced by a \$150,000 maximum fee to provide both general administrative services and resident observation services.

With the Amendment to Agreement the fee for design services would remain at \$124,000. The maximum fee for engineering services during construction would be \$150,000. The total engineering, including the \$4,000 cost for the development of the connection fee district, would be \$278,000.

Marketa Oliver  
March 4, 2020  
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Based on the estimated construction cost for the project the cost for engineering services for the project would be about 12.25% of the estimated construction cost. The writer would note for a typical sanitary sewer project the total cost for engineering services is typically in the range of 13% to 15% of the estimated construction cost. Even with Veenstra & Kimm, Inc. providing the resident observation services the total cost for engineering would be below the typical cost and should fit well within the projected financing for the project.

The Amendment to Agreement is being transmitted for review and consideration by the City of Bondurant.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:paj  
42847  
Enclosure

**AMENDMENT TO AGREEMENT**

**CITY OF BONDURANT, IOWA  
NORTHWEST TRUNK SEWER  
CONSTRUCTION SERVICES**

**THIS AMENDMENT TO AGREEMENT**, made and entered into 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 entered into an Agreement with Veenstra & Kimm, Inc. on January 15, 2018 to provide engineering services for the Northwest Trunk Sewer project, and

**WHEREAS**, the City has now completed the design and anticipates moving forward with construction of the **Northwest Trunk Sewer**, also referred to as the **Project**, and

**WHEREAS**, the Agreement dated January 15, 2018 included limited general administrative services during construction to be provided by Veenstra & Kimm, Inc. and provided resident observation and additional general administrative services associated with resident observation would be provided by the City or added to the Agreement dated January 15, 2018 by amendment, and

**WHEREAS**, the City has determined due to the amount of activities ongoing in 2020 the City staff is not in a position to provide a suitable level of resident observation services for the Project, especially given the critical nature of certain construction activities to the future Harvest Meadow development, and

**WHEREAS**, the City desires to retain the Engineers to provide complete general administrative services and resident observation for resident review services during construction of the Project.

**NOW, THEREFORE**, it is agreed by and between the parties hereto the Agreement dated January 15, 2018 is amended by the following additions, deletions and modifications to wit:

1. Delete “**13. RESIDENT OBSERVATION**” in its entirety and substitute the following:

“**13. RESIDENT OBSERVATION.** 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. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work.”.

2. Following “**13. RESIDENT OBSERVATION**” add the following:

“**13.A. AS-CONSTRUCTED DRAWINGS.** At the completion of construction, the Engineer shall prepare record drawings showing the as-constructed.”.

3. Under “**16. COMPENSATION**” delete paragraph c. in its entirety and substitute the following:

“c. The fee for services during construction as set forth in **12. GENERAL SERVICES DURING CONSTRUCTION, 13. RESIDENT OBSERVATION** and **13.A. AS-CONSTRUCTED DRAWINGS**, 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 One Hundred Fifty Thousand Dollars (\$150,000).”.

This Amendment to Agreement increases the fee for services during construction by One Hundred Thirty-one Thousand Dollars (\$131,000) as the maximum fee incorporates the fee in the Agreement dated January 15, 2018 for limited general services during construction in the amount not to exceed Nineteen Thousand Dollars (\$19,000).

4. Except as modified herein, the terms and provisions of the Agreement dated January 15, 2018 shall remain in full force and effect.

The undersigned do hereby covenant and state this Amendment to 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 Amendment to Agreement nor have any of the above been implied by or for any party to this Amendment to 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.....	176.00
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.....	167.00
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