



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

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

ITEM TITLE: Resolution approving the Professional Services Agreement with Veenstra & Kimm, Inc. for the Grant Street and 2nd Street, North Intersection Improvements

CONTACT PERSON: John Horton, Public Works Director

SUMMARY EXPLANATION: It is understood and agreed the Project shall consist of the design of the left turn lanes on all four approaches of the intersection, adjust pedestrian ramps as required to make or maintain ADA compliant status, review drainage for this area and make local accommodations, conduct or assist in a minimum of one public meeting with residents, meet and coordinate with utility companies as present in the corridor (overhead and underground) and prepare easements for securement. It is understood and agreed the scope of the services for the Project may be modified by mutual agreement during performance of the services as the parties mutually determine necessary to meet the goals and objectives of the City.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ___ Contract ___ Other (Specify) _____ Funding Source _____ APPROVED FOR SUBMITTAL _____ <div style="text-align: right;"><i>John C. Horton</i> Public Works Director</div>
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RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200323-80

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA & KIMM, INC.
FOR THE GRANT STREET AND 2ND STREET, NORTH INTERSECTION IMPROVEMENTS

WHEREAS, the City has determined the capacity of the street system is not sufficient; AND

WHEREAS, the City has determined that left turn lanes on all approaches will correct this issue; AND

WHEREAS, the City desires to proceed with the design/general services and possible construction of the intersection improvements, and other associated improvements; AND

WHEREAS, the project will be referred to as the Grant St and 2nd Street N Improvements; AND

WHEREAS, the City desires to retain the Engineers to provide engineering design/general services for the Project; AND

WHEREAS, the fee for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be based on the Engineers standard hourly fees with a maximum not to exceed fee of \$59,700.00; AND

WHEREAS, the fee for the General Services during construction shall be based on the Engineer's standard hourly fees with a maximum estimated fee of \$7,500.00,

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 Grant Street and 2nd Street, North Intersection Improvements, is hereby approved as presented.

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				

AGREEMENT FOR PROFESSIONAL SERVICES

**CITY OF BONDURANT, IOWA
Grant St and 2nd Street N Intersection Improvements**

THIS AGREEMENT, made this _____ day of _____ 20____, 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 called the **Engineers**,

WITNESSETH, THAT WHEREAS, the intersection has experienced delays, and

WHEREAS, the City has determined the capacity of the street system is not sufficient, and

WHEREAS, the City has determined that left turn lanes on all approaches will correct this issue, and

WHEREAS, the City desires to proceed with the design/general services and possible construction of the intersection improvements, and other associated improvements, and

WHEREAS, the project will be referred to as the **Grant St and 2nd Street N Improvements**, or **Project**, and

WHEREAS, the City desires to retain the Engineers to provide engineering design/general services for the Project.

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

PROJECT SCOPE. It is understood and agreed the Project shall consist of the design of the left turn lanes on all four approaches of the intersection, adjust pedestrian ramps as required to make or maintain ADA compliant status, review drainage for this area and make local accommodations, conduct or assist in a minimum of one public meeting with residents, meet and coordinate with utility companies as present in the corridor (overhead and underground) and prepare easements for securement.

It is understood and agreed the scope of the services for the Project may be modified by mutual agreement during performance of the services as the parties mutually determine necessary to meet the goals and objectives of the City.

1. **DESIGN SERVICES.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications along with acquisition plats or easements of property for construction as needed.
2. **DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project. The Engineers will attend neighborhood meetings to discuss details, staging, timing, easements, and other issues with attendees.
3. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are necessary for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the general construction techniques to be followed. Two (2) sets of final plans and specifications shall be submitted to the City.
4. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to assist the City in obtaining the construction permits from the appropriate review agencies, if any.
5. **COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, they shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids nor the cost of easements, permanent or temporary.

The Engineers shall prepare preliminary estimates of cost at the completion of the predesign and shall periodically update the estimate of cost as the design progresses towards completion.

6. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report may be submitted every thirty (30) days if requested. Such progress reports shall be in a form suitable for use by the City as an informational item.
7. **RIGHT-OF-WAY AND EASEMENTS.** The Engineers shall determine the extent of any land acquisition or easement acquisition required for the Project. The Engineers shall prepare acquisition plats and easement descriptions as required for the Project. The Scope of Services does not include the actual work associated with the negotiation or acquisition of right-of-way or easements.

- 8. PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineers shall provide and distribute plans and specifications for bidders. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers the actual cost for the plans and specifications and distribution thereof. The cost of plans and specifications and distribution of plans and specifications shall be in addition to the fees set forth herein for enumerated services.
- 9. AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City.
- 10. GENERAL SERVICES DURING CONSTRUCTION.** It is understood and agreed the Engineers will provide services during construction of the Project. These services will include preconstruction conference arrangement and management, change order review, shop drawing review, pay request review, progress meetings with the contractor and City not less than once per month, site walk throughs at the same time as progress meetings, final project walk through and punchlist creation, review of the corrections for punchlist items, and project closeout. It is assumed the project will take 12 months to construct and the City will finance the project through local funds with no special requirements for construction or documentation.
- 11. RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work. The City will also provide resident review services to observe construction on a daily basis. If the City desires the Engineers to provide resident review, this will be under a separate written agreement.
- 12. COMPLETION.** The design services and construction services for the project shall be completed as follows:

 - a. Design and preparation of plans and specifications: Targeting a summer or fall 2020 bid opening.
- 13. COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:

 - a. The fee for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be based on the Engineers standard hourly fees with a maximum not to exceed fee of Fifty-Nine Thousand Seven Hundred Dollars (\$59,700). The fee for the General Services during construction shall be based on the Engineer's standard hourly fees with a maximum estimated fee of Seven Thousand Five Hundred Dollars (\$7,500).

- 14. 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.

- 15. NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.
- 16. 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.
- 17. 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.
- 18. 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.

- 19. 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.
- 20. 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.

21. INSURANCE.

The Engineer shall furnish the City 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. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability**, ***	2,000,000/2,000,000

*Occurrence/Aggregate

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

***Claims made basis

The Engineer shall provide the City with certificates of insurance on an annual basis showing the renewal of the required general business insurance and professional liability insurance. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

22. 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.

23. 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.

24. 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.

25. 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

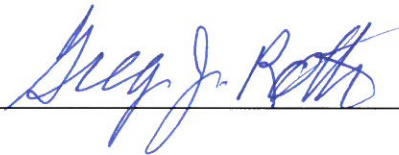
ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 

By 