

**BUSINESS OF THE CITY COUNCIL
WINDSOR HEIGHTS, IOWA
AGENDA STATEMENT**


Item No. _____
For Meeting of 06/01/09

ITEM TITLE: Consideration of a resolution approving a contract with Veenstra and Kimm for Construction Engineering Services in the amount of \$37,850 for the 73rd Street resurfacing project.

CONTACT PERSON: Marketa George Oliver, City Administrator

SUMMARY EXPLANATION

The 73rd Street resurfacing project involves a significant amount of Federal funds. Because of this, there are some major requirements levied involving oversight and testing of all construction materials. This contract is with Veenstra and Kimm to provide engineering construction services for this project in an amount not to exceed \$37,850. The City has worked with Veenstra and Kimm on a number of projects and is confident in their abilities and expertise. They also developed the construction plans for this project and are very familiar with our streets and sewers. It is anticipated that a total of 500-600 hours will be needed to handle the construction oversight required in this type of project, meaning the hourly rate is between \$63.00 to \$75.00 per hour for engineering services.

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

STAFF RECOMMENDATION: Approve submittal.

COUNCIL ACTION:

RESOLUTION NO. 09-0601/

CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT WITH VEENSTRA AND KIMM FOR CONSTRUCTION ENGINEERING SERVICES IN THE AMOUNT OF \$37,850 FOR THE 73RD STREET RESURFACING PROJECT.

WHEREAS, the City strives to provide high quality infrastructure for its residents and visitors; and,

WHEREAS, the City received \$537,640 from the Federal Economic Stimulus funds in order to resurface 73rd Street; and,

WHEREAS, the City has worked with V&K, Inc. on the previous projects; and

WHEREAS, V&K, Inc. has provided the city an estimate to provide Construction Engineering Services; and

WHEREAS, the City desires to accept this contract in order to receive the economic stimulus funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa, that the City Council authorizes the Mayor to execute the contract Veenstra and Kimm and to provide Construction Engineering Services in an amount not to exceed \$37,850.

PASSED AND APPROVED THIS 16th DAY OF FEBRUARY, 2009.

David J. Sullivan, Mayor

ATTEST:

Marketa George Oliver, City Clerk

AGREEMENT

WINDSOR HEIGHTS, IOWA 73rd Street Improvements - ESL-8477(610)--7S-77 ENGINEERING CONSTRUCTION SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the **CITY OF WINDSOR HEIGHTS, IOWA**, hereinafter referred to as the **Owner**, or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City is now contemplating improvements to 73rd Street from I 235 to just south of Hickman Road. **ESL-8477(610)—7S-77** or the **Project**, and

WHEREAS, the City has previously retained the Engineers to perform engineering design services on the Project, and desires to retain the Engineers to perform construction services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF SERVICES.** It is understood and agreed upon the Project will include the construction services for the improvements to the Project area. The Engineer will work with the Mayor, Council and City staff to provide (1)construction documentation, (2)construction observation, (3)review of change orders and pay estimates, (4)interpretation of plans, (5)shop drawings review and (6)attend meetings as necessary. Also included will be the (7)creation of a punchlist, (8)review for completion of said punchlist, and (9)project closeout and audits. This work will be consistent with Iowa DOT requirements and standards for the funding allocated for this project.
2. **SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing. These subconsultants and their fees have not been included in the services as defined and will be contracted directly with and reimbursed by the City.
3. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the construction services for the Project as set out in **1. SCOPE OF PROJECT, and 2. SUBCONSULTANTS**, shall be a maximum not to exceed amount of Thirty Seven Thousand Eight Hundred Fifty dollars (\$37,850). This represents the sum of the anticipated construction services fees.
4. **PAYMENT.** The fee for work set out in **3. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services. Monthly bills will be based on hours charged to this Project.
5. **TIME OF COMPLETION.** It is the Owner's intent to have the project bid in the May 2009 IDOT Letting. For purposes of budgeting fees, it has been assumed that the construction services duration is for a time period of thirty-five (35) working days. Variations in effort or duration may impact the fees associated with construction services. Additional time may be spent on punchlist creation, review and close-out audits.
6. **LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

- 7. SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
- a. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - b. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area.
- 8. CHANGES.** If after approvals of the plan or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
- 9. EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees for personnel of the Engineers plus expenses for personnel engaged in the authorized extra work.
- 10. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner 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.
- 11. 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)** | *1,000,000/3,000,000 |
| Workers' Compensation, Statutory Benefits Coverage B | Statutory |
| Professional Liability** | 1,000,000/2,000,000 |
- * The Owner is not to be named as an additional insured.
 **Occurrence/Aggregate
- 12. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- 13. ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants, as they deem proper in the performance of the work.
- 14. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

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 subscribed their names on the date first written above.

CITY OF WINDSOR HEIGHTS, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____