



**Grinnell PUBLIC WORKS AND GROUNDS Meeting  
MONDAY, APRIL 6, 2020 AT 4:45 P.M.  
VIA ZOOM**

Join from PC, Mac, Linux, iOS or Android: <https://skccom.zoom.us/j/189144915>

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## ***TENTATIVE AGENDA***

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**ROLL CALL:** Hueftle-Worley (Chair), Wray, Gaard.

### **PERFECTING AND APPROVAL OF AGENDA:**

### **COMMITTEE BUSINESS:**

1. Consider resolution accepting bids and authorizing the award of contract for the 16th Avenue Culvert Replacement project (See Resolution No. 2020-47).
2. Consider resolution authorizing payment of contractor's pay request No. 25 in the amount of \$174,266.87 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-48).
3. Consider resolution authorizing payment of contractor's pay request No. 26 in the amount of \$119,613.99 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-49).
4. Consider resolution authorizing payment of contractor's pay request No. 14 in the amount of \$2,775.00 for the East Street Reconstruction Project (See Res No. 2020-50).
5. Consider resolution approving professional services agreement with Veenstra & Kimm for the Water Main Replacement Project (See Resolution No. 2020-51).
6. Consider resolution approving professional services agreement with Veenstra & Kimm for the 8<sup>th</sup> Avenue Repair (Park Street to East Street) Project (See Resolution No. 2020-52).
7. Consider resolution approving professional services agreement with Veenstra & Kimm for the 8<sup>th</sup> Avenue Repair (West Street to Park Street) Project (See Resolution No. 2020-53).

8. Consider resolution approving professional services agreement with Veenstra & Kimm for the Park Street (6<sup>th</sup> Avenue to south of 9<sup>th</sup> Avenue) Overlay Project (See Resolution No. 2020-54).
9. Consider resolution approving professional services agreement with Veenstra & Kimm for the Park Street (1<sup>st</sup> Avenue to RR) Project (See Resolution No. 2020-55).
10. Consider resolution approving professional services agreement with Veenstra & Kimm for the Reed Street (1<sup>st</sup> Avenue to 6<sup>th</sup> Avenue) Project (See Resolution No. 2020-56).
11. Consider resolution approving professional services agreement with Veenstra & Kimm for the Sewer Lining and Manhole Rehabilitation Project (See Resolution No. 2020-57).
12. Consider resolution approving professional services agreement with Veenstra & Kimm for the Grinnell Area Regional Trail (from Stagecoach Rd to Industrial Ave) Project (See Resolution No. 2020-58).
13. Consider resolution accepting work on the CBD 2019 Maintenance Project for a total of \$192,340.00 and paying the retainage of \$9,617 (See Resolution No. 2020-59).
14. Discuss delaying park openings until at least May 1st.

**INQUIRIES:**

**ADJOURNMENT:**

RESOLUTION NO. 2020-47

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 16<sup>TH</sup> AVENUE BOX CULVERT PROJECT FOR THE CITY OF GRINNELL, IOWA

WHEREAS notice to bidders has been duly given as required by law for the 16<sup>th</sup> Avenue Box Culvert Project for the City of Grinnell, as described in the plans and specifications; and

WHEREAS the bid from Peterson Contractors Inc. of Reinbeck, Iowa is determined to be the lowest responsive and responsible bid for the designated public improvement; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GRINNELL, IOWA:

Section 1. That the bid from Peterson Contractors Inc. of Reinbeck, Iowa is hereby accepted for the Precast Option for the 16<sup>th</sup> Avenue Box Culvert Project as described in the plans and specifications, as previously ordered by the Council, and that the contract for the construction is now awarded to said contractor in the amount of two hundred fifty-one thousand one hundred seventy-five and 25/100 dollars (\$251,175.25).

Section 2. The Mayor and City Clerk of the City of Grinnell, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred.

Passed this 6<sup>th</sup> day of April, 2020, and signed this 6<sup>th</sup> day of April, 2020.

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



April 1, 2020

Russ Behrens  
City Manager  
City of Grinnell  
520 4<sup>th</sup> Avenue  
Grinnell, Iowa 50112

GRINNELL, IOWA  
16<sup>th</sup> AVENUE BOX CULVERT  
REVIEW OF BIDS  
RECOMMENDATION TO AWARD CONTACT

The City of Grinnell received bids until 2:00 P.M. until March 31, 2020 for the 16<sup>th</sup> Avenue Box Culvert project. A total of four bids were received. The bids received as corrected for an arithmetic error is as follows:

<u>Contractor</u>	<u>Total Bid</u>
PCI, Precast option.	\$251,175.25
Shekar Engineering, Precast option	\$366,310.58
Mainline Construction, Precast option	\$485,761.85
Shekar Engineering, Cast in Place	\$377,760.88

The apparent low bid was submitted by PCI of Reinbeck, Iowa in the amount of \$251,175.25.

The engineer's estimate of cost for construction of the project was \$393,000. The low bid by PCI was 36% below the engineer's estimate of cost. The other bids were either just below or well above the estimate.

If the City of Grinnell wishes to move forward with the project, Veenstra & Kimm, Inc. would recommend the contract be awarded to PCI of Reinbeck.

Russ Behrens  
April 1, 2020  
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If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at [groth@v-k.net](mailto:groth@v-k.net).

VEENSTRA & KIMM, INC.



Greg Roth

GJR:paj  
288149

Enclosure

Cc: Ann Wingerter – w/enclosure  
Jan Anderson – w/enclosure

**BID TABULATION  
GRINNELL, IOWA  
16TH AVENUE CULVERT REPLACEMENT PROJECT**

Shekar Engineering, P.L.C.  
2600 MLK Jr. Parkway  
Suite 200  
Des Moines, Iowa 50310

1. Construct 16th Avenue Culvert Replacement for the following unit and lump sum prices

**BASE BID: CAST-IN-PLACE**

ITEM NO.	ITEM CODE	ITEM	UNIT	BASE BID QUANTITY	UNIT PRICE	EXTENDED PRICE			
1	2102-0425071	SPECIAL BACKFILL	CY	82.5	\$ 34.15	\$ 2,817.38			
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	185	\$ 15.00	\$ 2,775.00			
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	289	\$ 12.00	\$ 3,468.00			
4	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	236	\$ 80.00	\$ 18,880.00			
5	2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	11	\$ 150.00	\$ 1,650.00			
6	2107-0875100	COMPACTION WITH MOISTURE CONTROL	CY	100	\$ 55.00	\$ 5,500.00			
7	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	30	\$ 39.15	\$ 1,174.50			
8	2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	1.1	\$ 2,000.00	\$ 2,200.00			
9	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	146.7	\$ 138.00	\$ 20,244.60			
10	2402-0425040	FLOODED BACKFILL	CY	61	\$ 38.10	\$ 2,324.10			
11	2402-2720000	EXCAVATION, CLASS 20	CY	442	\$ 15.00	\$ 6,630.00			
12	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	87	\$ 850.00	\$ 73,780.00			
13	2404-7775000	REINFORCING STEEL	LB	15,026	\$ 1.55	\$ 23,290.30			
14	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1	\$ 950.00	\$ 950.00			
15	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	\$ 4,500.00	\$ 4,500.00			
16	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	18	\$ 150.00	\$ 2,700.00			
17	2504-0116012	SANITARY SEWER GRAVITY MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	LF	40	\$ 125.00	\$ 5,000.00			
18	2506-4984000	FLOWABLE MORTAR	CY	17.3	\$ 150.00	\$ 2,595.00			
19	2507-3250005	ENGINEERING FABRIC	SY	832	\$ 5.00	\$ 4,160.00			
20	2507-6800061	REVTMENT, CLASS E	TON	665	\$ 62.80	\$ 41,762.00			
21	2510-6745850	REMOVAL OF PAVEMENT	SY	134.5	\$ 20.00	\$ 2,690.00			
22	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	30.6	\$ 60.00	\$ 1,836.00			
23	2518-6910000	SAFETY CLOSURE	EACH	4	\$ 165.00	\$ 660.00			
24	2519-1002072	FENCE, CHAIN LINK, 72 IN. HEIGHT	LF	43	\$ 105.00	\$ 4,515.00			
25	2519-3300600	FENCE, SAFETY	LF	320	\$ 3.30	\$ 1,056.00			
26	2528-8445110	TRAFFIC CONTROL	LS	1	\$ 8,525.00	\$ 8,525.00			
27	2533-4980005	MOBILIZATION	LS	1	\$80,000.00	\$ 80,000.00			
28	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	120	\$ 120.00	\$ 14,400.00			
29	2599-9999010	DAM BREACH AND RESTORATION	LS	1	\$15,000.00	\$ 15,000.00			
30	2599-9999010	RETAINING WALL REMOVALS	LS	1	\$15,000.00	\$ 15,000.00			
31	2601-2634100	MULCHING	ACRE	1.2	\$ 2,062.50	\$ 2,475.00			
32	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.2	\$ 2,062.50	\$ 2,475.00			
33	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	310	\$ 6.60	\$ 2,046.00			
34	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	310	\$ 2.20	\$ 682.00			
				<b>TOTAL BASE BID</b>					
				(Items 1-34)		<b>\$377,760.88</b>			

**BID TABULATION  
GRINNELL, IOWA  
16TH AVENUE CULVERT REPLACEMENT PROJECT**

1. Construct 16th Avenue Culvert Replacement for the following unit and lump sum prices

Peterson Contractors Inc.  
104 Black Hawk Street  
Reinbeck, Iowa 50669

Shekar Engineering, P.L.C.  
2600 MLK Jr. Parkway  
Suite 200  
Des Moines, Iowa 50310

Mainline Construction, Inc.  
902 Second Street NE  
Bondurant, Iowa 50035

**ALTERNATE BID: PRECAST**

ITEM NO.	ITEM CODE	ITEM	UNIT	BASE BID QUANTITY	Peterson Contractors Inc.		Shekar Engineering, P.L.C.		Mainline Construction, Inc.	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	2102-0425071	SPECIAL BACKFILL	CY	82.5	\$ 53.50	\$ 4,413.75	\$ 34.15	\$ 2,817.38	\$ 365.00	\$ 30,112.50
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	185	\$ 11.00	\$ 2,035.00	\$ 15.00	\$ 2,775.00	\$ 120.00	\$ 22,200.00
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	289	\$ 10.00	\$ 2,890.00	\$ 12.00	\$ 3,468.00	\$ 65.00	\$ 18,785.00
4	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	236	\$ 30.00	\$ 7,080.00	\$ 80.00	\$ 18,880.00	\$ 86.00	\$ 20,296.00
5	2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	11	\$ 57.00	\$ 627.00	\$ 150.00	\$ 1,650.00	\$ 58.00	\$ 638.00
6	2107-0875100	COMPACTION WITH MOISTURE CONTROL	CY	100	\$ 23.50	\$ 2,350.00	\$ 55.00	\$ 5,500.00	\$ 140.00	\$ 14,000.00
7	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	30	\$ 37.75	\$ 1,132.50	\$ 39.15	\$ 1,174.50	\$ 65.00	\$ 1,950.00
8	2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	1.1	\$ 600.00	\$ 660.00	\$ 2,000.00	\$ 2,200.00	\$12,400.00	\$ 13,640.00
9	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	146.7	\$ 125.00	\$ 18,337.50	\$ 138.00	\$ 20,244.60	\$ 168.00	\$ 24,645.60
10	2402-0425040	FLOODED BACKFILL	CY	61	\$ 53.75	\$ 3,278.75	\$ 38.10	\$ 2,324.10	\$ 155.00	\$ 9,455.00
11	2402-2720000	EXCAVATION, CLASS 20	CY	442	\$ 11.25	\$ 4,972.50	\$ 15.00	\$ 6,630.00	\$ 12.00	\$ 5,304.00
12	2415-2111005	PRECAST CONCRETE BOX CULVERT, 10 FT. X 5 FT.	LF	57	\$ 750.00	\$ 42,750.00	\$ 1,160.00	\$ 66,120.00	\$ 1,345.00	\$ 76,665.00
13	2415-2201005	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 5 FT.	EACH	2	\$12,000.00	\$ 24,000.00	\$ 9,750.00	\$ 19,500.00	\$12,000.00	\$ 24,000.00
14	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1	\$ 2,250.00	\$ 2,250.00	\$ 950.00	\$ 950.00	\$ 2,900.00	\$ 2,900.00
15	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,460.00	\$ 3,460.00
16	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	18	\$ 100.00	\$ 1,800.00	\$ 150.00	\$ 2,700.00	\$ 195.00	\$ 3,510.00
17	2504-0116012	SANITARY SEWER GRAVITY MAIN, TRENCHED, DUCTILE IRON PIPE (DI P), 12 IN.	LF	40	\$ 250.00	\$ 10,000.00	\$ 125.00	\$ 5,000.00	\$ 388.00	\$ 15,520.00
18	2506-4984000	FLOWABLE MORTAR	CY	17.3	\$ 215.00	\$ 3,719.50	\$ 150.00	\$ 2,595.00	\$ 242.00	\$ 4,186.60
19	2507-3250005	ENGINEERING FABRIC	SY	832	\$ 3.75	\$ 3,120.00	\$ 5.00	\$ 4,160.00	\$ 10.00	\$ 8,320.00
20	2507-6800061	REVTMENT, CLASS E	TON	665	\$ 48.00	\$ 31,920.00	\$ 62.80	\$ 41,762.00	\$ 62.00	\$ 41,230.00
21	2510-6745850	REMOVAL OF PAVEMENT	SY	134.5	\$ 15.50	\$ 2,084.75	\$ 20.00	\$ 2,690.00	\$ 93.00	\$ 12,508.50
22	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	30.6	\$ 70.00	\$ 2,142.00	\$ 60.00	\$ 1,836.00	\$ 152.25	\$ 4,658.85
23	2518-6910000	SAFETY CLOSURE	EACH	4	\$ 100.00	\$ 400.00	\$ 165.00	\$ 660.00	\$ 157.50	\$ 630.00
24	2519-1002072	FENCE, CHAIN LINK, 72 IN. HEIGHT	LF	43	\$ 124.00	\$ 5,332.00	\$ 105.00	\$ 4,515.00	\$ 100.00	\$ 4,300.00
25	2519-3300600	FENCE, SAFETY	LF	320	\$ 5.00	\$ 1,600.00	\$ 3.30	\$ 1,056.00	\$ 3.15	\$ 1,008.00
26	2528-8445110	TRAFFIC CONTROL	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 8,525.00	\$ 8,525.00	\$ 8,137.50	\$ 8,137.50
27	2533-4980005	MOBILIZATION	LS	1	\$28,000.00	\$ 28,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00
28	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	120	\$ 115.00	\$ 13,800.00	\$ 120.00	\$ 14,400.00	\$ 180.00	\$ 21,600.00
29	2599-9999010	DAM BREACH AND RESTORATION	LS	1	\$12,000.00	\$ 12,000.00	\$15,000.00	\$ 15,000.00	\$ 3,900.00	\$ 3,900.00
30	2599-9999010	RETAINING WALL REMOVALS	LS	1	\$ 1,500.00	\$ 1,500.00	\$15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00
31	2601-2634100	MULCHING	ACRE	1.2	\$ 1,875.00	\$ 2,250.00	\$ 2,062.50	\$ 2,475.00	\$ 1,837.50	\$ 2,205.00
32	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.2	\$ 1,875.00	\$ 2,250.00	\$ 2,062.50	\$ 2,475.00	\$ 2,625.00	\$ 3,150.00
33	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	310	\$ 6.00	\$ 1,860.00	\$ 6.60	\$ 2,046.00	\$ 1.68	\$ 520.80
34	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	310	\$ 2.00	\$ 620.00	\$ 2.20	\$ 682.00	\$ 1.05	\$ 325.50

<b>TOTAL BASE BID</b> (Items 1-34)	<b>\$251,175.25</b>	<b>\$366,310.58</b>	<b>\$486,261.85</b> <b>\$485,761.85</b>
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I hereby certify that this is a true tabulation of bids received on March 31, 2020 by the City of Grinnell, Iowa.

*Gregory J. Roth*  
Gregory J. Roth, P.E.  
Iowa License No. 11456  
My license renewal date is December 31, 2020



RESOLUTION NO. 2020-48

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 25 IN THE AMOUNT OF \$174,266.87 TO WRH, INC OF AMANA, IOWA FOR WORK COMPLETED ON THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc of Amana, Iowa on December 4, 2017 and

WHEREAS, Pay Request No. 25 has been initiated by the City of Grinnell and WRH, Inc. of Amana, Iowa; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Request No. 25; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$174,266.87 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 6th day of April 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director



**VEENSTRA & KIMM, INC.**

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

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

February 21, 2020

Ann Wingerter  
City of Grinnell  
520 Fourth Avenue  
Grinnell, Iowa 50112

GRINNELL, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT  
PARTIAL PAYMENT NO. 25

Enclosed are three signed copies of Partial Payment No. 25 in accordance with the contract between the City of Grinnell and WRH, Inc. for the Wastewater Treatment Facility Improvements project.

By copy of this letter we are recommending payment to the City Council of the City of Grinnell to WRH, Inc. in the amount of \$174,266.87.

Partial Payment No. 25 is primarily for earthwork and work on the Sludge Pump Station for the Final Clarifiers.

Please execute all copies of Partial Payment No. 25 in the spaces provided. Return one copy to Veenstra & Kimm, Inc., forward one copy to WRH, Inc. with payment and retain one copy for your file. If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

  
Olivia M. Patton

OMP:omp  
288117

Enclosures

cc: Mark Droessler, WRH, Inc. (email)  
Russ Behrens, City of Grinnell (email)  
Jan Anderson, City of Grinnell (email)



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-255-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

**PAY ESTIMATE NO. 25**

Date: **February 21, 2020**

Project Title	Wastewater Treatment Facility Improvements Grinnell, Iowa		Contractor	WRH, Inc. P.O. Box 256 Amana, Iowa 52203
Orig. Contract Amount & Date	\$13,574,000.00	December 4, 2017	Pay Period	1/14/2020 - 1/29/2020

**BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Bond & Insurance	LS	xxxxx	xxxxx	\$ 131,000.00	100%	\$131,000.00
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 200,000.00	94%	\$187,000.00
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	98%	\$649,000.00
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	90%	\$90,000.00
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	96%	\$1,170,000.00
2.3	Asphalt Paving	LS	xxxxx	xxxxx	\$ 190,000.00		\$0.00
2.4	PCC Paving & Walks	LS	xxxxx	xxxxx	\$ 108,000.00		\$0.00
2.5	Underground Pipe & MH's	LS	xxxxx	xxxxx	\$ 1,200,000.00	99.8%	\$1,198,091.81
2.6	Fence	LS	xxxxx	xxxxx	\$ 38,000.00	42%	\$16,000.00
2.7	Erosion Control	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
2.8	Seeding & Landscaping	LS	xxxxx	xxxxx	\$ 40,000.00		\$0.00
3.1	Reinforcing Steel	LS	xxxxx	xxxxx	\$ 892,500.00	99.9%	\$891,500.00
3.2	Concrete -#10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 210,000.00	100%	\$210,000.00
3.3	Concrete -#20 Process Tanks	LS	xxxxx	xxxxx	\$ 1,407,000.00	100%	\$1,407,000.00
3.4	Concrete -#25 Final Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
3.5	Concrete -#30 Final Clarifier No. 3	LS	xxxxx	xxxxx	\$ 231,000.00	100%	\$231,000.00
3.6	Concrete -#40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 64,000.00	100%	\$64,000.00
3.7	Concrete -#50 Effluent Flume	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00
3.8	Concrete -#55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 71,000.00	28%	\$20,000.00
3.9	Concrete -#60 Aerobic Digester	LS	xxxxx	xxxxx	\$ 261,000.00	100%	\$261,000.00
3.10	Concrete -#65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 52,000.00	100%	\$52,000.00
3.11	Concrete -#70 Sludge Storage	LS	xxxxx	xxxxx	\$ 3,400.00		\$0.00
3.12	Concrete -#90 Administration Bldg.	LS	xxxxx	xxxxx	\$ 59,000.00	100%	\$59,000.00
3.13	Precast Concrete	LS	xxxxx	xxxxx	\$ 70,000.00	100%	\$70,000.00
4.1	Masonry	LS	xxxxx	xxxxx	\$ 411,600.00	100%	\$411,600.00
5.1	Misc. Metals, Handrail & Hatches	LS	xxxxx	xxxxx	\$ 215,500.00	100%	\$214,898.00
6.1	Framing, Carpentry	LS	xxxxx	xxxxx	\$ 15,000.00	97%	\$14,500.00
7.1	Roofing & Sheet Metal	LS	xxxxx	xxxxx	\$ 177,000.00	100%	\$177,000.00
7.2	Insulation & Damp Proofing	LS	xxxxx	xxxxx	\$ 8,000.00	100%	\$8,000.00
7.3	Joint Sealants	LS	xxxxx	xxxxx	\$ 13,000.00	92%	\$12,000.00
8.1	Doors & Hardware (HM & FRP)	LS	xxxxx	xxxxx	\$ 43,000.00	93%	\$40,000.00
8.2	Doors (Coiling & OH)	LS	xxxxx	xxxxx	\$ 9,000.00	100%	\$9,000.00
8.3	Windows ( Storefront & Clad)	LS	xxxxx	xxxxx	\$ 19,000.00	95%	\$18,000.00
9.1	Painting	LS	xxxxx	xxxxx	\$ 180,000.00	61%	\$110,000.00
9.2	Flooring	LS	xxxxx	xxxxx	\$ 57,000.00		\$0.00
9.3	Drywall	LS	xxxxx	xxxxx	\$ 13,000.00	96%	\$12,500.00
9.4	Ceilings	LS	xxxxx	xxxxx	\$ 15,000.00		\$0.00

10.1	Specialties (Lockers, RR Access., Signs)	LS	xxxxx	xxxxx	\$ 25,000.00	16%	\$4,000.00
11.1	Stamford Baffles	LS	xxxxx	xxxxx	\$ 50,000.00	82%	\$41,000.00
11.2	FRP Flumes & Grating	LS	xxxxx	xxxxx	\$ 11,500.00	100%	\$11,500.00
11.3	Flow Control Gates	LS	xxxxx	xxxxx	\$ 110,000.00	100%	\$110,000.00
11.4	Grit Removal Equipment	LS	xxxxx	xxxxx	\$ 260,000.00	100%	\$260,000.00
11.5	Grip Pumps	LS	xxxxx	xxxxx	\$ 25,000.00	100%	\$25,000.00
11.6	Mechanical Bar Screen	LS	xxxxx	xxxxx	\$ 93,000.00	100%	\$93,000.00
11.7	Submersible Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	10%	\$7,000.00
11.8	Sludge Mixing Equipment	LS	xxxxx	xxxxx	\$ 132,000.00	20%	\$27,000.00
11.9	New Clarifier, Weirs & Baffles	LS	xxxxx	xxxxx	\$ 130,000.00	100%	\$130,000.00
11.10	#22 Clarifier Repairs	LS	xxxxx	xxxxx	\$ 45,000.00	82%	\$37,000.00
11.11	Air Blowers	LS	xxxxx	xxxxx	\$ 135,000.00	100%	\$135,000.00
11.12	Rotary Lobe Sludge Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	100%	\$72,000.00
11.13	Digester Equipment	LS	xxxxx	xxxxx	\$ 755,000.00	100%	\$755,000.00
11.14	Nutrient Removal System	LS	xxxxx	xxxxx	\$ 585,000.00	100.0%	\$585,000.00
11.15	NPW Booster Station	LS	xxxxx	xxxxx	\$ 91,500.00	100%	\$91,500.00
11.16	U.V. Equipment	LS	xxxxx	xxxxx	\$ 162,000.00	100%	\$162,000.00
12.1	Lab Casework	LS	xxxxx	xxxxx	\$ 56,000.00		\$0.00
14.1	Hoists	LS	xxxxx	xxxxx	\$ 7,000.00	100%	\$7,000.00
15.1	Process Pipe	LS	xxxxx	xxxxx	\$ 352,000.00	98%	\$346,000.00
15.2	Valves	LS	xxxxx	xxxxx	\$ 150,000.00	97%	\$145,000.00
15.3	Mech.- Plumbing/HVAC - General Condit	LS	xxxxx	xxxxx	\$ 60,000.00	99%	\$59,500.00
15.4	Plumbing - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.5	Plumbing - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 1,500.00	67%	\$1,000.00
15.6	Plumbing - #55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 6,000.00	75%	\$4,500.00
15.7	Plumbing - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 5,000.00	90%	\$4,500.00
15.8	Plumbing - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 65,000.00	95%	\$62,000.00
15.9	HVAC - Test & Balance	LS	xxxxx	xxxxx	\$ 10,000.00		\$0.00
15.10	HVAC - Controls	LS	xxxxx	xxxxx	\$ 42,000.00	81%	\$34,000.00
15.11	HVAC - Equipment	LS	xxxxx	xxxxx	\$ 116,000.00	99%	\$114,500.00
15.12	HVAC - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 123,000.00	100%	\$123,000.00
15.13	HVAC - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 13,500.00	100%	\$13,500.00
15.14	HVAC - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.15	HVAC - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 49,000.00	80%	\$39,000.00
16.1	Electrical - Generator	LS	xxxxx	xxxxx	\$ 163,000.00	100%	\$163,000.00
16.2	Electrical - Lighting	LS	xxxxx	xxxxx	\$ 58,000.00	100%	\$58,000.00
16.3	Electrical - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 54,000.00	100%	\$54,000.00
16.4	Electrical - #20 Process Tanks	LS	xxxxx	xxxxx	\$ 45,000.00	100%	\$45,000.00
16.5	Electrical - #30 Final Clarifier	LS	xxxxx	xxxxx	\$ 42,000.00	100%	\$42,000.00
16.6	Electrical - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 55,000.00	95%	\$52,000.00
16.7	Electrical - Site & Temp Power	LS	xxxxx	xxxxx	\$ 305,000.00	100%	\$305,000.00
16.8	Controls - General Conditions	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
16.9	Control Panels	LS	xxxxx	xxxxx	\$ 125,000.00	100%	\$125,000.00
16.10	SCADA Computer & Software	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
16.11	Instrumentation	LS	xxxxx	xxxxx	\$ 83,000.00	100%	\$83,000.00
16.12	Electrical Gear	LS	xxxxx	xxxxx	\$ 275,000.00	100%	\$275,000.00
16.13	Star-up & Training	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$15,000.00
	Total				\$ 13,574,000.00		\$12,609,589.81

### Materials Stored Summary

	Number of Units	Unit Price	Extended Cost
11.07 Submersible Pumps			\$59,487.00
11.08 Sludge Mixing Equipment & FRP Building			\$95,957.00
9.2 Flooring & Ceramic Tile			\$10,220.00
Total			\$165,664.00

### SUMMARY

		Contract Price	Value Completed
	Original Contract Price	\$13,574,000.00	\$12,609,589.81
Approved Change Order (list each)	No. 1	\$23,392.18	\$23,393.18
	No.2	\$26,210.56	\$26,210.56
	No. 3	\$20,258.25	\$20,258.75
	No. 4	\$78,588.43	\$43,218.81
	No. 5		
	No. 6		
	Revised Contract Price	\$13,722,449.42	\$12,722,671.11
		Materials Stored	\$165,664.00
		Value of Completed Work and Materials Stored	\$12,888,335.11
		Less Retained Percentage (5%)	\$644,416.76
		Net Amount Due This Estimate	\$12,243,918.35

Less Estimate(s) Previously Approved	No. 1	\$157,700.00	
	No. 2	\$172,900.00	
	No. 3	\$924,479.68	
	No. 4	\$1,006,090.87	
	No. 5	\$840,943.80	
	No. 6	\$989,069.00	
	No. 7	\$526,780.70	
	No. 8	\$533,685.32	
	No. 9	\$456,337.25	
	No. 10	\$1,374,978.99	
	No. 11	\$922,524.08	
	No. 12	\$374,465.02	
	No. 13	\$88,293.00	
	No. 14	\$105,450.00	
	No. 15	\$833,547.79	
	No. 16	\$590,954.16	
	No. 17	\$365,981.13	
	No. 18	\$435,975.25	
	No. 19	\$285,516.22	
	No. 20	\$308,322.52	
	No. 21	\$248,405.53	
	No. 22	\$155,325.00	
	No. 23	\$253,651.18	
	No. 24	\$118,275.00	
Total Previously Approved			\$12,069,651.49
Percent Complete	94%	Amount Due This Estimate	
		\$174,266.87	

The amount \$174,266.87 is recommended for approval for payment in accordance with the terms of the Contract.

<b>Prepared By:</b> WRH, Inc.	<b>Recommended By:</b> Veenstra & Kimm, Inc.	<b>Approved By:</b> City of Grinnell
Signature 	Signature 	Signature
Title Project Manager	Title Project Engineer	Title
Date 3-3-2020	Date 3-3-2020	Date

V&K Job No. 288117

RESOLUTION NO. 2020-49

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 26 IN THE AMOUNT OF \$119,613.99 TO WRH, INC OF AMANA, IOWA FOR WORK COMPLETED ON THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc of Amana, Iowa on December 4, 2017 and

WHEREAS, Pay Request No. 26 has been initiated by the City of Grinnell and WRH, Inc. of Amana, Iowa; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Request No. 26; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$119,613.99 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 6th day of April 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

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March 24, 2020

Ann Wingerter  
City of Grinnell  
520 Fourth Avenue  
Grinnell, Iowa 50112

GRINNELL, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT  
PARTIAL PAYMENT NO. 26

Enclosed is an electronic copy of Partial Payment No. 26 in accordance with the contract between the City of Grinnell and WRH, Inc. for the Wastewater Treatment Facility Improvements project.

By copy of this letter we are recommending payment to the City Council of the City of Grinnell to WRH, Inc. in the amount of \$119,613.99.

Partial Payment No. 26 is primarily for earthwork and work on the Sludge Pump Station for the Final Clarifiers.

Please execute all copies of Partial Payment No. 26 in the spaces provided. Return one copy to Veenstra & Kimm, Inc., forward one copy to WRH, Inc. with payment and retain one copy for your file. If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Olivia Patton". The signature is written in a cursive, flowing style.

Olivia M. Patton

OMP:omp  
288117

Enclosures

cc: Mark Droessler, WRH, Inc. (email)  
Russ Behrens, City of Grinnell (email)  
Jan Anderson, City of Grinnell (email)



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway West Des Moines, Iowa 50266-1320  
 515-255-8000 515-225-7848(FAX) 800-241-8000(WATS)

**PAY ESTIMATE NO. 26**

Date: **March 24, 2020**

Project Title	Wastewater Treatment Facility Improvements Grinnell, Iowa		Contractor	WRH, Inc. P.O. Box 256 Amana, Iowa 52203
Orig. Contract Amount & Date	\$13,574,000.00	December 4, 2017	Pay Period	2/21/2020 - 3/24/2020

**BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Bond & Insurance	LS	xxxxx	xxxxx	\$ 131,000.00	100%	\$131,000.00
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 200,000.00	95%	\$190,000.00
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	98%	\$655,000.00
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	90%	\$90,000.00
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	97%	\$1,182,000.00
2.3	Asphalt Paving	LS	xxxxx	xxxxx	\$ 190,000.00		\$0.00
2.4	PCC Paving & Walks	LS	xxxxx	xxxxx	\$ 108,000.00		\$0.00
2.5	Underground Pipe & MH's	LS	xxxxx	xxxxx	\$ 1,200,000.00	99.8%	\$1,198,091.81
2.6	Fence	LS	xxxxx	xxxxx	\$ 38,000.00	42%	\$16,000.00
2.7	Erosion Control	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
2.8	Seeding & Landscaping	LS	xxxxx	xxxxx	\$ 40,000.00		\$0.00
3.1	Reinforcing Steel	LS	xxxxx	xxxxx	\$ 892,500.00	99.9%	\$891,500.00
3.2	Concrete -#10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 210,000.00	100%	\$210,000.00
3.3	Concrete -#20 Process Tanks	LS	xxxxx	xxxxx	\$ 1,407,000.00	100%	\$1,407,000.00
3.4	Concrete -#25 Final Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
3.5	Concrete -#30 Final Clarifier No. 3	LS	xxxxx	xxxxx	\$ 231,000.00	100%	\$231,000.00
3.6	Concrete -#40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 64,000.00	100%	\$64,000.00
3.7	Concrete -#50 Effluent Flume	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00
3.8	Concrete -#55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 71,000.00	85%	\$60,000.00
3.9	Concrete -#60 Aerobic Digester	LS	xxxxx	xxxxx	\$ 261,000.00	100%	\$261,000.00
3.10	Concrete -#65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 52,000.00	100%	\$52,000.00
3.11	Concrete -#70 Sludge Storage	LS	xxxxx	xxxxx	\$ 3,400.00		\$0.00
3.12	Concrete -#90 Administration Bldg.	LS	xxxxx	xxxxx	\$ 59,000.00	100%	\$59,000.00
3.13	Precast Concrete	LS	xxxxx	xxxxx	\$ 70,000.00	100%	\$70,000.00
4.1	Masonry	LS	xxxxx	xxxxx	\$ 411,600.00	100%	\$411,600.00
5.1	Misc. Metals, Handrail & Hatches	LS	xxxxx	xxxxx	\$ 215,500.00	100%	\$214,898.00
6.1	Framing, Carpentry	LS	xxxxx	xxxxx	\$ 15,000.00	97%	\$14,500.00
7.1	Roofing & Sheet Metal	LS	xxxxx	xxxxx	\$ 177,000.00	100%	\$177,000.00
7.2	Insulation & Damp Proofing	LS	xxxxx	xxxxx	\$ 8,000.00	100%	\$8,000.00
7.3	Joint Sealants	LS	xxxxx	xxxxx	\$ 13,000.00	92%	\$12,000.00
8.1	Doors & Hardware (HM & FRP)	LS	xxxxx	xxxxx	\$ 43,000.00	95%	\$41,000.00
8.2	Doors (Coiling & OH)	LS	xxxxx	xxxxx	\$ 9,000.00	100%	\$9,000.00
8.3	Windows ( Storefront & Clad)	LS	xxxxx	xxxxx	\$ 19,000.00	95%	\$18,000.00
9.1	Painting	LS	xxxxx	xxxxx	\$ 180,000.00	64%	\$115,000.00
9.2	Flooring	LS	xxxxx	xxxxx	\$ 57,000.00	9%	\$5,000.00
9.3	Drywall	LS	xxxxx	xxxxx	\$ 13,000.00	96%	\$12,500.00
9.4	Ceilings	LS	xxxxx	xxxxx	\$ 15,000.00		\$0.00
10.1	Specialties (Lockers, RR Access., Signs)	LS	xxxxx	xxxxx	\$ 25,000.00	16%	\$4,000.00

11.1	Stamford Baffles	LS	xxxxx	xxxxx	\$ 50,000.00	100%	\$50,000.00
11.2	FRP Flumes & Grating	LS	xxxxx	xxxxx	\$ 11,500.00	100%	\$11,500.00
11.3	Flow Control Gates	LS	xxxxx	xxxxx	\$ 110,000.00	100%	\$110,000.00
11.4	Grit Removal Equipment	LS	xxxxx	xxxxx	\$ 260,000.00	100%	\$260,000.00
11.5	Grip Pumps	LS	xxxxx	xxxxx	\$ 25,000.00	100%	\$25,000.00
11.6	Mechanical Bar Screen	LS	xxxxx	xxxxx	\$ 93,000.00	100%	\$93,000.00
11.7	Submersible Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	10%	\$7,000.00
11.8	Sludge Mixing Equipment	LS	xxxxx	xxxxx	\$ 132,000.00	20%	\$27,000.00
11.9	New Clarifier, Weirs & Baffles	LS	xxxxx	xxxxx	\$ 130,000.00	100%	\$130,000.00
11.10	#22 Clarifier Repairs	LS	xxxxx	xxxxx	\$ 45,000.00	89%	\$40,000.00
11.11	Air Blowers	LS	xxxxx	xxxxx	\$ 135,000.00	100%	\$135,000.00
11.12	Rotary Lobe Sludge Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	100%	\$72,000.00
11.13	Digester Equipment	LS	xxxxx	xxxxx	\$ 755,000.00	100%	\$755,000.00
11.14	Nutrient Removal System	LS	xxxxx	xxxxx	\$ 585,000.00	100.0%	\$585,000.00
11.15	NPW Booster Station	LS	xxxxx	xxxxx	\$ 91,500.00	100%	\$91,500.00
11.16	U.V. Equipment	LS	xxxxx	xxxxx	\$ 162,000.00	100%	\$162,000.00
12.1	Lab Casework	LS	xxxxx	xxxxx	\$ 56,000.00		\$0.00
14.1	Hoists	LS	xxxxx	xxxxx	\$ 7,000.00	100%	\$7,000.00
15.1	Process Pipe	LS	xxxxx	xxxxx	\$ 352,000.00	99%	\$348,000.00
15.2	Valves	LS	xxxxx	xxxxx	\$ 150,000.00	99%	\$148,000.00
15.3	Mech.- Plumbing/HVAC - General Condit	LS	xxxxx	xxxxx	\$ 60,000.00	99%	\$59,500.00
15.4	Plumbing - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.5	Plumbing - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 1,500.00	100%	\$1,500.00
15.6	Plumbing - #55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 6,000.00	75%	\$4,500.00
15.7	Plumbing - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$5,000.00
15.8	Plumbing - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 65,000.00	96%	\$62,500.00
15.9	HVAC - Test & Balance	LS	xxxxx	xxxxx	\$ 10,000.00		\$0.00
15.10	HVAC - Controls	LS	xxxxx	xxxxx	\$ 42,000.00	81%	\$34,000.00
15.11	HVAC - Equipment	LS	xxxxx	xxxxx	\$ 116,000.00	99%	\$114,500.00
15.12	HVAC - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 123,000.00	100%	\$123,000.00
15.13	HVAC - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 13,500.00	100%	\$13,500.00
15.14	HVAC - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.15	HVAC - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 49,000.00	96%	\$47,000.00
16.1	Electrical - Generator	LS	xxxxx	xxxxx	\$ 163,000.00	100%	\$163,000.00
16.2	Electrical - Lighting	LS	xxxxx	xxxxx	\$ 58,000.00	100%	\$58,000.00
16.3	Electrical - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 54,000.00	100%	\$54,000.00
16.4	Electrical - #20 Process Tanks	LS	xxxxx	xxxxx	\$ 45,000.00	100%	\$45,000.00
16.5	Electrical - #30 Final Clarifier	LS	xxxxx	xxxxx	\$ 42,000.00	100%	\$42,000.00
16.6	Electrical - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 55,000.00	95%	\$52,500.00
16.7	Electrical - Site & Temp Power	LS	xxxxx	xxxxx	\$ 305,000.00	100%	\$305,000.00
16.8	Controls - General Conditions	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
16.9	Control Panels	LS	xxxxx	xxxxx	\$ 125,000.00	100%	\$125,000.00
16.10	SCADA Computer & Software	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
16.11	Instrumentation	LS	xxxxx	xxxxx	\$ 83,000.00	100%	\$83,000.00
16.12	Electrical Gear	LS	xxxxx	xxxxx	\$ 275,000.00	100%	\$275,000.00
16.13	Star-up & Training	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$15,000.00
	Total				\$ 13,574,000.00		\$12,708,589.81



Less Estimate(s) Previously Approved	No. 1	\$157,700.00	
	No. 2	\$172,900.00	
	No. 3	\$924,479.68	
	No. 4	\$1,006,090.87	
	No. 5	\$840,943.80	
	No. 6	\$989,069.00	
	No. 7	\$526,780.70	
	No. 8	\$533,685.32	
	No. 9	\$456,337.25	
	No. 10	\$1,374,978.99	
	No. 11	\$922,524.08	
	No. 12	\$374,465.02	
	No. 13	\$88,293.00	
	No. 14	\$105,450.00	
	No. 15	\$833,547.79	
	No. 16	\$590,954.16	
	No. 17	\$365,981.13	
	No. 18	\$435,975.25	
	No. 19	\$285,516.22	
	No. 20	\$308,322.52	
	No. 21	\$248,405.53	
	No. 22	\$155,325.00	
	No. 23	\$253,651.18	
	No. 24	\$118,275.00	
	No. 24	\$174,266.87	
		Total Previously Approved	\$12,243,918.35
Percent Complete	95%	Amount Due This Estimate	\$119,613.99

The amount \$119,613.99 is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: WRH, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Grinnell
Signature 	Signature 	Signature
Title Project Manager	Title Project Engineer	Title
Date 3-25-2020	Date 3/24/2020	Date

V&K Job No. 288117

RESOLUTION NO. 2020-50

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 14 IN THE AMOUNT OF \$2,775.00 FOR WORK COMPLETED ON THE EAST STREET RECONSTRUCTION PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Manatts, Inc of Brooklyn, Iowa on February 9, 2018 for the East Street Reconstruction Project; and

WHEREAS, Pay Estimate No. 14 has been initiated by the City of Grinnell and Manatts, Inc of Brooklyn, Iowa; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 14; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment to Manatts Inc of Brooklyn, Iowa in the amount of \$2,775.00 for the East Street Reconstruction Project.

Passed and adopted this 6th day of April 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:  
Type of Work: **HMA Pavement - Replace**  
Date of This Est.: 3/26/2020  
Estimate No.: 14  
Sheet No.: 5 Total

Payable To: Manatts Inc.  
Address: Brooklyn, Iowa

Contract No.: **79-3127-629**  
County: **Poweshiek**  
Project No.: **STP-U-3127(629)--70-79**  
Accounting ID: **34907**

Project Covered Under General Supplemental Specification **GS-15005**

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
1	2101-0850002	CLEARING AND GRUBBING	UNIT	\$ 14.00	83.00	83.00	1,162.00	1,162.00	100.00%
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	\$ 11.85	2314.90	2377.43	27,431.57	28,172.55	102.70%
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	\$ 16.10	471.50	471.50	7,591.15	7,591.15	100.00%
4	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	\$ 13.25	2314.90	2314.90	30,672.43	30,672.43	100.00%
5	2115-0100000	MODIFIED SUBBASE	CY	\$ 35.00	2314.90	2679.09	81,021.50	93,768.15	115.73%
6	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	\$ 2,500.00	0.20	0.20	500.00	500.00	100.00%
7	2212-5070310	PATCHES, FULL-DEPTH REPAIR	SY	\$ 80.00	364.50	58.40	29,160.00	4,672.00	16.02%
8	2212-5070330	PATCHES BY COUNT (REPAIR)	EACH	\$ 200.00	8.00	3.00	1,600.00	600.00	37.50%
9	2214-5145150	PAVEMENT SCARIFICATION	SY	\$ 4.75	3678.50	3678.50	17,472.88	17,472.88	100.00%
10	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8	SY	\$ 65.00	495.30	1749.61	32,194.50	113,724.65	353.24%
11	2301-1033100	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY,	SY	\$ 70.00	285.20	407.17	19,964.00	28,501.90	142.77%
12	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	\$ 750.00	1.00	1.00	750.00	750.00	100.00%
13	2303-1131500	HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 1/2 IN. MIX	SY	\$ 21.00	13008.50	12640.47	273,178.50	265,449.87	97.17%
14	2303-1132500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE 1/2 IN. MIX	SY	\$ 18.85	13008.50	12640.47	245,210.23	238,272.86	97.17%
15	2303-1133500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION	SY	\$ 13.05	18555.20	18057.87	242,145.36	235,655.20	97.32%
16	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON		375.70				
17	2303-6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	\$ 6,000.00	1.00	1.00	6,000.00	6,000.00	100.00%
18	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	\$ 23.80	45.00		1,071.00		
19	2401-6745910	REMOVAL OF SIGN	EACH	\$ 150.00	2.00	4.00	300.00	600.00	200.00%
20	2402-0425031	GRANULAR BACKFILL	TON	\$ 19.85	4400.00	5007.36	87,340.00	99,396.10	113.80%
21	2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	EACH	\$ 1,070.00	2.00	2.00	2,140.00	2,140.00	100.00%
22	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	\$ 4,075.00	17.00	17.00	69,275.00	69,275.00	100.00%
23	2435-0140200	MANHOLE, STORM SEWER, SW-402	EACH	\$ 3,715.00	2.00	2.00	7,430.00	7,430.00	100.00%
24	2435-0250100	INTAKE, SW-501	EACH	\$ 2,440.00	1.00		2,440.00		
25	2435-0254100	INTAKE, SW-541	EACH	\$ 6,220.00	1.00	1.00	6,220.00	6,220.00	100.00%
26	2435-0254200	INTAKE EXTENSION UNIT, SW-542	EACH	\$ 3,390.00	1.00	1.00	3,390.00	3,390.00	100.00%

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:  
Type of Work: **HMA Pavement - Replace**  
Date of This Est.: 3/26/2020  
Estimate No.: 14  
Sheet No.: 5 Total

Payable To: Manatts Inc.  
Address: Brooklyn, Iowa

Contract No.: **79-3127-629**  
County: **Poweshiek**  
Project No.: **STP-U-3127(629)--70-79**  
Accounting ID: **34907**

Project Covered Under General Supplemental Specification **GS-15005**

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
27	2435-0400000	DROP CONNECTION, SW-307	EACH	\$ 3,985.00	3.00	4.00	11,955.00	15,940.00	133.33%
28	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	\$ 785.00	3.00	43.00	2,355.00	33,755.00	1433.33%
29	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	\$ 2,060.00	8.00	10.00	16,480.00	20,600.00	125.00%
30	2435-0700020	CONNECTION TO EXISTING INTAKE	EACH	\$ 2,075.00	1.00	1.00	2,075.00	2,075.00	100.00%
31	2502-8212204	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	\$ 9.70	8522.00	8522.00	82,663.40	82,663.40	100.00%
32	2502-8221303	SUBDRAIN OUTLET, DR-303	EACH	\$ 325.00	18.00	18.00	5,850.00	5,850.00	100.00%
33	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	\$ 37.00	24.00	30.00	888.00	1,110.00	125.00%
34	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	\$ 41.50	77.00	85.00	3,195.50	3,527.50	110.39%
35	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	\$ 175.00	24.00	24.00	4,200.00	4,200.00	100.00%
36	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	\$ 13.00	237.00	237.00	3,081.00	3,081.00	100.00%
37	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	\$ 68.50	223.20	248.00	15,289.20	16,988.00	111.11%
38	2504-0114021	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 21 IN.	LF	\$ 258.00	10.00	12.00	2,580.00	3,096.00	120.00%
39	2510-6745850	REMOVAL OF PAVEMENT	SY	\$ 7.15	13906.80	13971.51	99,433.62	99,896.30	100.47%
40	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	\$ 600.00	24.00	24.00	14,400.00	14,400.00	100.00%
41	2511-6745900	REMOVAL OF SIDEWALK	SY	\$ 5.50	773.60	773.60	4,254.80	4,254.80	100.00%
42	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	\$ 40.00	872.50	1167.12	34,900.00	46,684.80	133.77%
43	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	\$ 60.00	390.30	446.60	23,418.00	26,796.00	114.42%
44	2511-7528101	DETECTABLE WARNINGS	SF	\$ 35.00	686.00	660.00	24,010.00	23,100.00	96.21%
45	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	\$ 60.00	229.20	165.05	13,752.00	9,903.00	72.01%
46	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	\$ 5.50	238.40	273.43	1,311.20	1,503.87	114.69%
47	2518-6910000	SAFETY CLOSURE	EACH	\$ 200.00	29.00	25.00	5,800.00	5,000.00	86.21%
48	2519-3300600	FENCE, SAFETY	LF	\$ 6.50	850.00	540.00	5,525.00	3,510.00	63.53%
49	2526-8285000	CONSTRUCTION SURVEY	LS	\$ 13,600.00	1.00	1.00	13,600.00	13,600.00	100.00%
50	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	\$ 162.00	47.43	29.50	7,683.66	4,779.00	62.20%
51	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	\$ 1,000.00	2.00		2,000.00		
52	2528-8445110	TRAFFIC CONTROL	LS	\$ 26,000.00	1.00	1.00	26,000.00	26,000.00	100.00%

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
 CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:  
 Type of Work: **HMA Pavement - Replace**  
 Date of This Est.: 3/26/2020  
 Estimate No.: 14  
 Sheet No.: 5 Total

Payable To: Manatts Inc.  
 Address: Brooklyn, Iowa

Contract No.: **79-3127-629**  
 County: **Poweshiek**  
 Project No.: **STP-U-3127(629)--70-79**  
 Accounting ID: **34907**

Project Covered Under General Supplemental Specification **GS-15005**

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
53	2533-4980005	MOBILIZATION	LS	\$ 75,000.00	1.00	1.00	75,000.00	75,000.00	100.00%
54	2549-0006210	SPOT REPAIR BY PIPE REPLACEMENT, BY COUNT	EACH	\$ 965.00	3.00	4.00	2,895.00	3,860.00	133.33%
55	2549-0006220	SPOT REPAIR BY PIPE REPLACEMENT, BY LINEAR FOOT	LF	\$ 145.00	24.00	48.00	3,480.00	6,960.00	200.00%
56	2554-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	\$ 66.50	60.00	109.00	3,990.00	7,248.50	181.67%
57	2554-0114006	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	\$ 150.00	20.00	24.00	3,000.00	3,600.00	120.00%
58	2554-0114008	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	\$ 24.75	658.00	658.00	16,285.50	16,285.50	100.00%
59	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	\$ 156.25	20.00	20.00	3,125.00	3,125.00	100.00%
60	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	\$ 73.00	109.00	65.50	7,957.00	4,781.50	60.09%
61	2554-0122008	WATER MAIN, TRENCHLESS, DUCTILE IRON PIPE (DIP), 8 IN.	LF	\$ 112.00	115.00	135.00	12,880.00	15,120.00	117.39%
62	2554-0124008	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	\$ 66.60	2282.00	2226.00	151,981.20	148,251.60	97.55%
63	2554-0142008	WATER MAIN WITH CASING PIPE, TRENCHLESS, DUCTILE IRON PIPE (DIP), 8 IN.	LF	\$ 185.00	130.00	145.00	24,050.00	26,825.00	111.54%
64	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 11.25 DEGREE BEND, 8 IN.	EACH	\$ 700.00	2.00	1.00	1,400.00	700.00	50.00%
65	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 45 DEGREE BEND, 4 IN.	EACH	\$ 380.00	1.00	10.00	380.00	3,800.00	1000.00%
66	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 45 DEGREE BEND, 8 IN.	EACH	\$ 655.00	4.00	18.00	2,620.00	11,790.00	450.00%
67	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 90 DEGREE BEND, 4 IN.	EACH	\$ 665.00	1.00	2.00	665.00	1,330.00	200.00%
68	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 90 DEGREE BEND, 8 IN.	EACH	\$ 1,005.00	3.00	1.00	3,015.00	1,005.00	33.33%
69	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CAP, 8 IN.	EACH	\$ 345.00	1.00	1.00	345.00	345.00	100.00%
70	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CROSS, 10 IN X 8 IN	EACH	\$ 1,780.00	1.00	1.00	1,780.00	1,780.00	100.00%
71	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CROSS, 12 IN X 8 IN	EACH	\$ 1,870.00	1.00	1.00	1,870.00	1,870.00	100.00%
72	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CROSS, 8 IN X 6 IN	EACH	\$ 1,286.00	1.00	1.00	1,286.00	1,286.00	100.00%
73	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, PLUG, 12 IN.	EACH	\$ 565.00	1.00	1.00	565.00	565.00	100.00%
74	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 12 IN X 6 IN	EACH	\$ 3,415.00	2.00	1.00	6,830.00	3,415.00	50.00%
75	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 12 IN X 8 IN	EACH	\$ 1,780.00	1.00		1,780.00		
76	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 8 IN	EACH	\$ 1,125.00	3.00	2.00	3,375.00	2,250.00	66.67%
77	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 8 IN X 4 IN	EACH	\$ 1,035.00	3.00	3.00	3,105.00	3,105.00	100.00%
78	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 8 IN X 6 IN	EACH	\$ 1,110.00	5.00	3.00	5,550.00	3,330.00	60.00%

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:  
Type of Work: **HMA Pavement - Replace**  
Date of This Est.: 3/26/2020  
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Address: Brooklyn, Iowa

Contract No.: **79-3127-629**  
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79	2554-0207004	VALVE, GATE, DIP, 4 IN.	EACH	\$ 995.00	2.00	2.00	1,990.00	1,990.00	100.00%
80	2554-0207006	VALVE, GATE, DIP, 6 IN.	EACH	\$ 1,055.00	2.00	2.00	2,110.00	2,110.00	100.00%
81	2554-0207008	VALVE, GATE, DIP, 8 IN.	EACH	\$ 1,475.00	15.00	14.00	22,125.00	20,650.00	93.33%
82	2554-0207010	VALVE, GATE, DIP, 10 IN.	EACH	\$ 2,150.00	2.00	2.00	4,300.00	4,300.00	100.00%
83	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	\$ 2,420.00	2.00	2.00	4,840.00	4,840.00	100.00%
84	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	\$ 3,730.00	6.00	6.00	22,380.00	22,380.00	100.00%
85	2595-0005135	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.	LS	\$ 5,000.00	1.00	1.00	5,000.00	5,000.00	100.00%
86	2599-9999005	REMOVE HYDRANT	EACH	\$ 1,015.00	6.00	6.00	6,090.00	6,090.00	100.00%
87	2599-9999005	SUBDRAIN CLEANOUT	EACH	\$ 440.00	16.00	16.00	7,040.00	7,040.00	100.00%
88	2599-9999005	WATER SERVICE REPLACEMENT, EAST SIDE, 1 IN	EACH	\$ 2,375.00	30.00	29.00	71,250.00	68,875.00	96.67%
89	2599-9999005	WATER SERVICE REPLACEMENT, WEST SIDE, 1 IN	EACH	\$ 950.00	24.00	25.00	22,800.00	23,750.00	104.17%
90	2599-9999005	WATER SERVICE REPLACEMENT, WEST SIDE, 2 IN	EACH	\$ 1,800.00	1.00		1,800.00		
91	2599-9999009	REMOVE AND REPLACE CURB AND GUTTER	LF	\$ 55.00	1983.00	2866.66	109,065.00	157,666.30	144.56%
92	2601-2639010	SODDING	SQ	\$ 60.00	300.00	640.00	18,000.00	38,400.00	213.33%
93	2601-2643110	WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	MGAL	\$ 60.00	0.18	0.04	10.80	2.40	22.22%
94	2601-2643300	MOBILIZATION FOR WATERING	EACH	\$ 350.00	12.00	4.00	4,200.00	1,400.00	33.33%
95	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	\$ 2.10	2000.00	100.00	4,200.00	210.00	5.00%
96	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	\$ 0.25	2000.00	100.00	500.00	25.00	5.00%
97	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	\$ 500.00	4.00	2.00	2,000.00	1,000.00	50.00%
98	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	\$ 1,000.00	2.00		2,000.00		
8001		Remove & Replace Mailboxes (Extra Work)	EACH	\$ 250.00	13.00	13.00	3,250.00	3,250.00	100.00%
8002		Fire Hydrant on Exiting Water Main	EACH	\$ 9,295.00	1	1.000	9,295.00	9,295.00	100.00%
8003		Geogrid Stabilization	SY	\$ 6.82	1300.00	1,300.000	8,866.00	8,866.00	100.00%
8004		Add Tapping Valve	EACH	\$ 6,710.00	1	1.000	6,710.00	6,710.00	100.00%
8005		Sewer Service Abandonment, 5th Ave	EACH	\$ 3,520.00	1	1.000	3,520.00	3,520.00	100.00%

**ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE**

Cost Center:  
 Type of Work: HMA Pavement - Replace  
 Date of This Est.: 3/26/2020  
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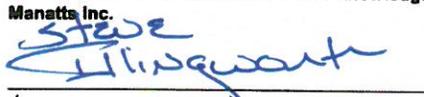
Contract No.: 79-3127-629  
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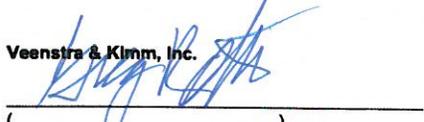
Project Covered Under General Supplemental Specification GS-15005

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
8006		Water Service Abandonment, 5th Ave	EACH	\$ 880.00	1	1.000	880.00	880.00	100.00%
8007		SANITARY SEWER GRAVITY MAIN, TRENCHED, 10 IN.	LF	\$ 327.80	6	6.000	1,966.80	1,966.80	100.00%
8008		SANITARY SEWER GRAVITY MAIN, TRENCHED, 12 IN.	LF	\$ 176.00	5	5.000	880.00	880.00	100.00%
8009		SANITARY SEWER GRAVITY MAIN, TRENCHED, 16 IN.	LF	\$ 116.60	15	15.000	1,749.00	1,749.00	100.00%
8010		SW-301, 48" MANHOLE, BASE ONLY	EACH	\$ 1,595.00	1	1.000	1,595.00	1,595.00	100.00%
8011		FITTINGS BY COUNT, DUCTILE IRON, 45 DEGREE BEND, 12 IN.	EACH	\$ 1,760.00	4	4.000	7,040.00	7,040.00	100.00%
8012		CONNECTION TO EXIST MANHOLE	EACH	\$ 1,705.00	1	1.000	1,705.00	1,705.00	100.00%
8013		INTAKE, SW-512, 24"	EACH	\$ 1,650.00	1	1.000	1,650.00	1,650.00	100.00%
8014		STORM SEWER GRAVITY MAIN, TRENCHED, DIP, 12"	LF	\$ 75.35	36	36.000	2,712.60	2,712.60	100.00%
8015		PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT BASED	EACH	\$ 440.00	2.00	2.00	880.00	880.00	100.00%
8016		INTAKE/STORM OUTLET, 5TH AVE PARKING AREA	LS	4,565.000	1	1.000	4,565.00	4,565.00	100.00%

We, the undersigned certify that the items and amount listed hereon are true and correct to the best of our knowledge.

Manatts Inc.  
  
 ( 641-521-8806 )

3-30-20  
 Date

Veenstra & Kimm, Inc.  
  
 ( )

3/30/2020  
 Date

City of Grinnell  
 ( )  
 Date

Original Contract Amount \$2,273,271.00  
 Approved Contract Amount \$2,325,664.50      \$ 2,504,351.59      107.68%

Total Completed To Date = \$ 2,504,351.59  
 Amount Retained @ 3% = \$ 30,000.00  
 Eligible Amount = \$ 2,474,351.59  
 Previously Reimbursed = \$ 2,471,576.59  
 Amount Due & Payable = \$ 2,775.00

## RESOLUTION NO. 2020-51

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE WATER MAIN REPLACEMENT PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to replace Water Mains in specific areas;

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Water Main Replacement project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the Water Main Replacement project.

Passed and approved this 6th day of April 2020.

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Dan F. Agnew, Mayor

ATTEST:

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Annamarie Wingerter, City Clerk/Finance Director

## AGREEMENT

### CITY OF GRINNELL, IOWA WATER MAIN REPLACEMENT PROJECT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**.

**WITNESSETH: THAT WHEREAS**, the Owner wishes to proceed with construction of **Water Main Replacement Project**, hereinafter referred to as the **Project**, and

**WHEREAS**, the Owner desires the Engineers to perform professional engineering services to prepare construction plans and specifications and provide other necessary engineering services in connection with the Project.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the Owner does retain the Engineers to act for and represent it in engineering matters, as set forth hereinafter, involved in the Project. Such contract of employment will be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed that the Project shall consist of replacing existing water mains with 8-inch and 12-inch diameter water mains along the following streets including all connections, valves, side street connections, water service connections, fire hydrants, and miscellaneous associated work for a complete project.
  - a. Spring Street from Washington Avenue to 2nd Avenue.
  - b. Garfield Avenue from railroad tracks to East Street.
  - c. South of Garfield Avenue and west of East Street.
  - d. Sumner Street south of 3rd Avenue.
  - e. 7th Avenue from Sumner Street to Ann Street.
  - f. 6th Avenue from Penrose Street to Oak Street.
  - g. Oak Street from 4th Avenue to 6th Avenue.

It is further understood and agreed that the scope of the Project may be modified by mutual agreement of the parties hereto.

2. **DESIGN SURVEYS.** The Engineers shall complete all topographic surveys necessary for design of the Project and preparation of the plans and specifications.
3. **DESIGN CONFERENCE.** The Engineers shall attend a conference with the Owner, if necessary, to make decisions as to the details of design of the Project.
4. **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.
5. **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.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

6. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
8. **COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during project bidding. The costs of plans shall be separate from the fee provisions under **15. COMPENSATION.**
9. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contract and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.

- 10. PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, the Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined and the need for resident review by the Engineers will be established.
- 11. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including:
- a. Establishing a bench mark and/or base line to permit start of construction work.
  - b. Attend conferences, as necessary, with the Owner and contractor as requested by the Owner.
  - c. Assist in interpretation of plans and specifications.
  - d. Review shop drawings and manufacturers' data.
  - e. Settle disputes with the contractor regarding concurrence with the specifications and consult with Owner when the Engineers and contractor cannot resolve such dispute.
  - f. Prepare change orders to construction contract documents, as necessary, during construction. All change orders are subject to approval of Owner.
  - g. Process monthly partial payment estimates.
  - h. Provide as-constructed plans to the Owner.
- 12. RESIDENT REVIEW.** Resident review services are understood to include the detailed observation and review of the work of the contractors and materials to assure compliance with the plans and specifications. It is understood the City will perform resident review services for the Project.
- 13. CONSTRUCTION STAKING.** Construction staking is understood to mean the establishment of a centerline or offset line to permit the Contractor to properly locate the water main, crossings, tunnels, and all appurtenances thereto.

Construction staking is also understood to mean providing the City with as-constructed coordinates of the tops of manholes, intakes, valve boxes and hydrants.

- 14. FINAL REVIEW.** The Engineers shall make a final review after construction is complete to determine that the construction complies with the plans and specifications. The Engineers shall certify to the Owner that construction is substantially in compliance with the plans and specifications.
- 15. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:

  - a. The fee for engineering design services for the Project as set out in **1. SCOPE OF PROJECT** through **9. BID OPENING AND AWARD OF CONTRACT**, shall be a fee on the basis of the standard hourly fees with a maximum not-to-exceed fee of Ninety-eight Thousand Seven Hundred Dollars (\$98,700) without written authorization by the Owner. The standard hourly fees of the Engineers are shown in attached Exhibit A.
  - b. The fee for engineering services during construction as set out in **10. PRECONSTRUCTION CONFERENCE**, **11. GENERAL SERVICES DURING CONSTRUCTION**, **13. CONSTRUCTION STAKING**, and **14. FINAL REVIEW**, shall be determined on the basis of the standard hourly fees plus expenses of the personnel of the Engineers actually engaged in the performance of the services. The fee shall not exceed the sum of Forty-nine Thousand Eight Hundred Dollars (\$49,800) without written authorization by the Owner. The standard hourly fees of the Engineers are shown in attached Exhibit A.
- 16. PAYMENT.** The fee for work set out in **15. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services.
- 17. 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.
- 18. SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:

  - a. Laboratory tests.
  - b. 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.
  - c. Services relating to the acquisition of easements, permanent or construction. Legal surveys, property surveys and easement surveys are not included in this Project cost.

- d. Resident review and construction testing services.
- e. Soil borings, soil testing and contaminated soil investigations.
- f. Environmental and archaeological studies.
- g. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

**19. SUSPENSION.**

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

**20. TERMINATION.**

- a. In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.
- b. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days written notice.
- c. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
  - 1) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.

- 2) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
  - 3) Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
  - 4) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- d. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

## **21. DISPUTE RESOLUTION.**

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

**22. BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

- 23. CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.
- 24. CHANGES.** If, after the plans and specifications are completed and approved by the Owner, the Engineers are required to change the plans and specifications 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.
- 25. 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.
- 26. 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.

**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. 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.

**29. 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 GRINNELL, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By Forest Aldrich  
President

By Debra M. Luke

**EXHIBIT A**  
**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

## RESOLUTION NO. 2020-52

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR 8TH AVENUE REPAIR (Park Street to East Street) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make repairs to 8th Avenue (Park Street to East Street);

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Eighth Avenue Repair (Park Street to East Street) project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the 8th Avenue Repair (Park Street to East Street) project.

Passed and approved this 6th day of April 2020.

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Dan F. Agnew, Mayor

ATTEST:

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Annmarie Wingerter, City Clerk/Finance Director

## AGREEMENT

### GRINNELL, IOWA 8<sup>th</sup> AVENUE REPAIRS, Park Street to East Street (GRINNELL COLLEGE STREETS) ENGINEERING SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF GRINNELL, 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 the 8<sup>th</sup> Avenue Corridor following Grinnell College construction in the area involving the repairs of various areas along 8<sup>th</sup> Avenue from East Street to Park Street or the **Project**, and

**WHEREAS**, the City desires to retain the Engineers to perform engineering 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 PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, utility rehabilitations and replacements if needed, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City of Grinnell.
- 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.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
  - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be on the basis of the Engineers standard hourly fees up to a maximum of Seven Thousand Dollars (\$7,000). The fee for the General Services during construction shall be on the basis of the Engineer's standard hourly fees up to a maximum of One Thousand Dollars (\$1,000).
6. **PAYMENT.** The fee for work set out in **5. 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.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a February 2019 targeted letting for the Project. Public meetings will not be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the construction services duration is for a time period of Two (2) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **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.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
  - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
  - b. 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.

- c. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
  - d. Legal surveys, property surveys and easement surveys are not included in this Project cost.
  - e. 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. The Engineer will review said tapes as part of his design services.
  - f. Services related to construction observation or daily visits (resident review) to observe the construction progress or operations of the contractor.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

14. **TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.
15. **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.
16. **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 GRINNELL, IOWA**

**ATTEST:**

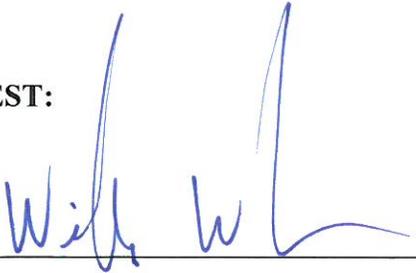
By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By  \_\_\_\_\_

  
By \_\_\_\_\_

## RESOLUTION NO. 2020-53

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR 8TH AVENUE REPAIR (West Street to Park Street) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make repairs to 8th Avenue (West Street to Park Street);

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Eighth Avenue Repair (West Street to Park Street) project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the 8th Avenue Repair (West Street to Park Street) project.

Passed and approved this 6th day of April 2020.

---

Dan F. Agnew, Mayor

ATTEST:

---

Annmarie Wingerter, City Clerk/Finance Director

## AGREEMENT

### GRINNELL, IOWA 8<sup>th</sup> AVENUE, West Street to Park Street (GRINNELL COLLEGE STREETS) ENGINEERING SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF GRINNELL, 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 the 8<sup>th</sup> Avenue Corridor from West Street to Park Street or the **Project**, and

**WHEREAS**, the City desires to retain the Engineers to perform engineering 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 PROJECT.** It is understood and agreed upon the Project will include project development, cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing or other services deemed necessary for approvals either through clearances, design or construction. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
  - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Sixty-Nine Thousand Nine Hundred Dollars (\$69,900). The fee for the General Services during construction and project closeout shall be Eight Thousand Four Hundred dollars (\$8,400).
6. **PAYMENT.** The fee for work set out in **5. 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.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of two (2) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **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.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
  - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
  - b. 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.

- c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
  - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
  - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
  - f. 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. The Engineer will review said tapes as part of his design services.
  - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
  - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

**14. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.

**15. 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.

**16. 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 GRINNELL, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By  \_\_\_\_\_

By  \_\_\_\_\_

## RESOLUTION NO. 2020-54

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE PARK STREET (6th Avenue to south of 9th Avenue) OVERLAY PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make improvements to Park Street between 6th Avenue and to south of 9th Avenue;

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Park Street (6th Avenue to south of 9th Avenue) Overlay project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the Park Street (6th Avenue to south of 9th Avenue) Overlay project.

Passed and approved this 6th day of April 2020.

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Dan F. Agnew, Mayor

ATTEST:

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Annmarie Wingerter, City Clerk/Finance Director

## AGREEMENT

### GRINNELL, IOWA PARK STREET, 6<sup>th</sup> Avenue to south of 9<sup>th</sup> Avenue (GRINNELL COLLEGE STREETS) ENGINEERING SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF GRINNELL, 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 the Park Street Corridor following Grinnell College construction in the area involving the milling and overlaying of Park Street from just north of 6<sup>th</sup> Avenue to just south of 9<sup>th</sup> Avenue or the **Project**, and

**WHEREAS**, the City desires to retain the Engineers to perform engineering 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 PROJECT.** It is understood and agreed upon the Project will include project development, cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing or other services deemed necessary for approvals either through clearances, design or construction. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
  - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Fourteen Thousand Six Hundred Dollars (\$14,600). The fee for the General Services during construction and project closeout shall be Two Thousand Four Hundred dollars (\$2,400).
6. **PAYMENT.** The fee for work set out in **5. 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.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of two (2) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **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.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
  - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
  - b. 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.

- c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
  - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
  - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
  - f. 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. The Engineer will review said tapes as part of his design services.
  - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
  - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

- 14. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.
- 15. 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.
- 16. 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 GRINNELL, IOWA**

**ATTEST:**

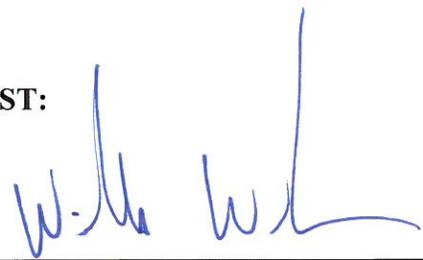
By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By  \_\_\_\_\_

 \_\_\_\_\_

## RESOLUTION NO. 2020-55

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE PARK STREET (1st Avenue to IIRR) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make improvements to Park Street between 1st Avenue and 6th Avenue;

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Park Street (1st Avenue to IIRR) project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the Park Street (1st Avenue to IIRR) project.

Passed and approved this 6th day of April 2020.

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Dan F. Agnew, Mayor

ATTEST:

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Annamarie Wingerter, City Clerk/Finance Director

## AGREEMENT

### GRINNELL, IOWA PARK STREET IMPROVEMENTS 1<sup>st</sup> AVENUE TO IIRR Crossing

### ENGINEERING SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF GRINNELL, 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 the Park Street corridor between 1<sup>st</sup> Avenue and the IIRR Crossing or the **Project**, and

**WHEREAS**, the City desires to retain the Engineers to perform engineering 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 PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. It is anticipated this will be an inlay project preserving the curb and gutter section. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City of Grinnell.
- 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.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
  - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Forty-Seven Thousand Dollars (\$47,000). The fee for the General Services during construction shall be Two Thousand Eight Hundred dollars (\$2,800).
6. **PAYMENT.** The fee for work set out in **5. 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.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of four (4) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **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.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
  - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
  - b. 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.

- c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
  - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
  - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
  - f. 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. The Engineer will review said tapes as part of his design services.
  - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
  - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

- 14. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.
- 15. 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.
- 16. 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 GRINNELL, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By  \_\_\_\_\_

By  \_\_\_\_\_

## RESOLUTION NO. 2020-56

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE REED STREET (1st Avenue to 6th Avenue) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make improvements to Reed Street between 1st Avenue and 6th Avenue;

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Reed Street (1st Avenue to 6th Avenue) project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the Reed Street (1st Avenue to 6th Avenue) project.

Passed and approved this 6th day of April 2020.

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Dan F. Agnew, Mayor

ATTEST:

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Annamarie Wingerter, City Clerk/Finance Director

## AGREEMENT

### GRINNELL, IOWA REED STREET IMPROVEMENTS 1<sup>st</sup> AVENUE TO 6<sup>th</sup> AVENUE ENGINEERING SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF GRINNELL, 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 the Reed Street corridor between 1<sup>st</sup> Avenue and 6<sup>th</sup> Avenue or the **Project**, and

**WHEREAS**, the City desires to retain the Engineers to perform engineering 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 PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City of Grinnell.
- 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.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
  - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Ninety-Eight Thousand Five Hundred Dollars (\$98,500). The fee for the General Services during construction shall be Eleven Thousand Five Hundred dollars (\$11,500).
6. **PAYMENT.** The fee for work set out in **5. 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.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of four (4) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **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.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
  - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
  - b. 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.
  - c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.

- d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
  - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
  - f. 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. The Engineer will review said tapes as part of his design services.
  - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
  - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
- 10. CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
- 11. 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.
- 12. 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.
- 13. 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

**14. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.

**15. 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.

**16. 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 GRINNELL, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By  \_\_\_\_\_

By  \_\_\_\_\_

## RESOLUTION NO. 2020-57

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE SOUTHEAST GRINNELL SEWER LINING AND MANHOLE REHABILITATION PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to undertake a project to line sewers and rehab manholes in southeast Grinnell;

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Southeast Grinnell Sewer Lining and Manhole Rehabilitation project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the Southeast Grinnell Sewer Lining and Manhole Rehabilitation project.

Passed and approved this 6th day of April 2020.

---

Dan F. Agnew, Mayor

ATTEST:

---

Annmarie Wingerter, City Clerk/Finance Director



**VEENSTRA & KIMM, INC.**

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

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

---

March 31, 2020

Russell Behrens  
City Manager  
City of Grinnell  
520 4th Avenue  
Grinnell, Iowa 50112

GRINNELL, IOWA  
SOUTHEAST GRINNELL SEWER LINING AND MANHOLE REHABILITATION  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the Southeast Grinnell Sewer Lining and Manhole Rehabilitation project. If the agreement is acceptable to the City of Grinnell, please arrange for execution of each document. Return one executed document to our office.

If you have any questions or comments concerning the agreement, please contact us at 1-800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Forrest S. Aldrich', is written over the company name.

Forrest S. Aldrich

FSA:dml  
0-03  
Enclosures

## AGREEMENT

### CITY OF GRINNELL, IOWA SOUTHEAST GRINNELL SEWER LINING AND MANHOLE REHABILITATION

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**.

**WITNESSETH: THAT WHEREAS**, the Owner is now contemplating the undertaking of a certain **Southeast Grinnell Sewer Lining and Manhole Rehabilitation** project, hereinafter referred to as the **Project**, and

**WHEREAS**, the Owner will complete the televising of all sanitary sewers located in the area shown on the attached map, and

**WHEREAS**, the Owner desires to retain the Engineers to provide planning and engineering services on the Project.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the Owner does retain the Engineers to act for and represent it in engineering and planning matters, as set forth hereinafter, involved in the Project. Such contract of employment will be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT.** The Scope of Services for the Project shall include the following:
  - a. Assist the Owner in the solicitation of quotes for approximately 30,000 LF of sanitary sewer cleaning and televising.
  - b. Analyze the televising and reports of the sanitary sewer collection system.
  - c. Inspect approximately 100 manholes. Owner to provide access to all manholes.
  - d. Prepare a report of the findings including recommended repairs and rehabilitation techniques, estimated costs, and location of recommended repairs.
  - e. Assistance in the preparation of a Community Development Block Grant (CDBG) application.

- f. Prepare plans, specifications and bidding documents for the rehabilitation of a portion of the public sanitary sewer system within the area shown on the attached map as defined in the report of the findings of the study.
- g. Provide general services during construction of the public sanitary sewer system rehabilitation.

It is further understood and agreed that the scope of the Project may be modified by mutual agreement of the parties hereto.

- 2. **DESIGN CONFERENCE.** The Engineers shall attend a conference with the Owner, if necessary, to make decisions as to the details of design of the Project.
- 3. **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.
- 4. **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.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

- 5. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
- 6. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
- 7. **COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during project bidding. The costs of plans shall be separate from the fee provisions under **11. COMPENSATION.**

- 8. BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contract and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
- 9. PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, the Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined and the need for resident review by the Engineers will be established.
- 10. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including:

  - a. Establishing a bench mark and/or base line to permit start of construction work.
  - b. Attend conferences, as necessary, with the Owner and contractor as requested by the Owner.
  - c. Assist in interpretation of plans and specifications.
  - d. Review shop drawings and manufacturers' data.
  - e. Settle disputes with the contractor regarding concurrence with the specifications and consult with Owner when the Engineers and contractor cannot resolve such dispute.
  - f. Prepare change orders to construction contract documents, as necessary, during construction. All change orders are subject to approval of Owner.
  - g. Process monthly partial payment estimates.
  - h. Provide as-constructed plans to the Owner.

- 11. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
- a. The fee for engineering design services for the Project as set out in **1. SCOPE OF PROJECT** through **10. GENERAL SERVICES DURING CONSTRUCTION**, shall be a fee on the basis of the standard hourly fees with a maximum not-to-exceed fee of Seventy-eight Thousand Seven Hundred Dollars (\$78,700) without written authorization by the Owner. The standard hourly fees of the Engineers are shown in attached Exhibit A.
- 12. PAYMENT.** The fees shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.
- 13. 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.
- 14. SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
- a. If, after the final study is completed and approved by the Owner, the Engineers are requested to assess and consider alternatives beyond the scope of this study the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
  - b. Environmental studies and archaeological studies including wetland delineations.
  - c. Land appraisals.
  - d. Soil borings, soil testing and contaminated soil investigations.
  - e. Services associated with easement acquisition, right-of-way acquisition, or condemnation proceedings.
  - f. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract or construction contracts awarded by the City of Grinnell for construction of the Project.
  - g. Construction staking.
  - h. Construction testing services.

- i. Services for televising the sanitary sewer mains. The Engineers shall review the televising work performed.
- j. Resident review services.

**15. SUSPENSION.**

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

**16. TERMINATION.**

- a. In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.
- b. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days written notice.
- c. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
  - 1) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
  - 2) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
  - 3) Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.

- 4) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- d. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**17. DISPUTE RESOLUTION.**

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

**18. BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

- 19. CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.
- 20. CHANGES.** If, after the plans and specifications are completed and approved by the Owner, the Engineers are required to change the plans and specifications 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.
- 21. 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.
- 22. TIME OF COMPLETION.** The Owner desires to submit a CDBG application by October 1, 2020. The Engineers shall proceed with their work according to this schedule. The Engineers shall not be responsible for delays in approval or other actions by governmental agencies which may delay the completion date.
- 23. 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.

**24. 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

**25. 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.

**26. 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 GRINNELL, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By *Fonessa Aldeed*  
President

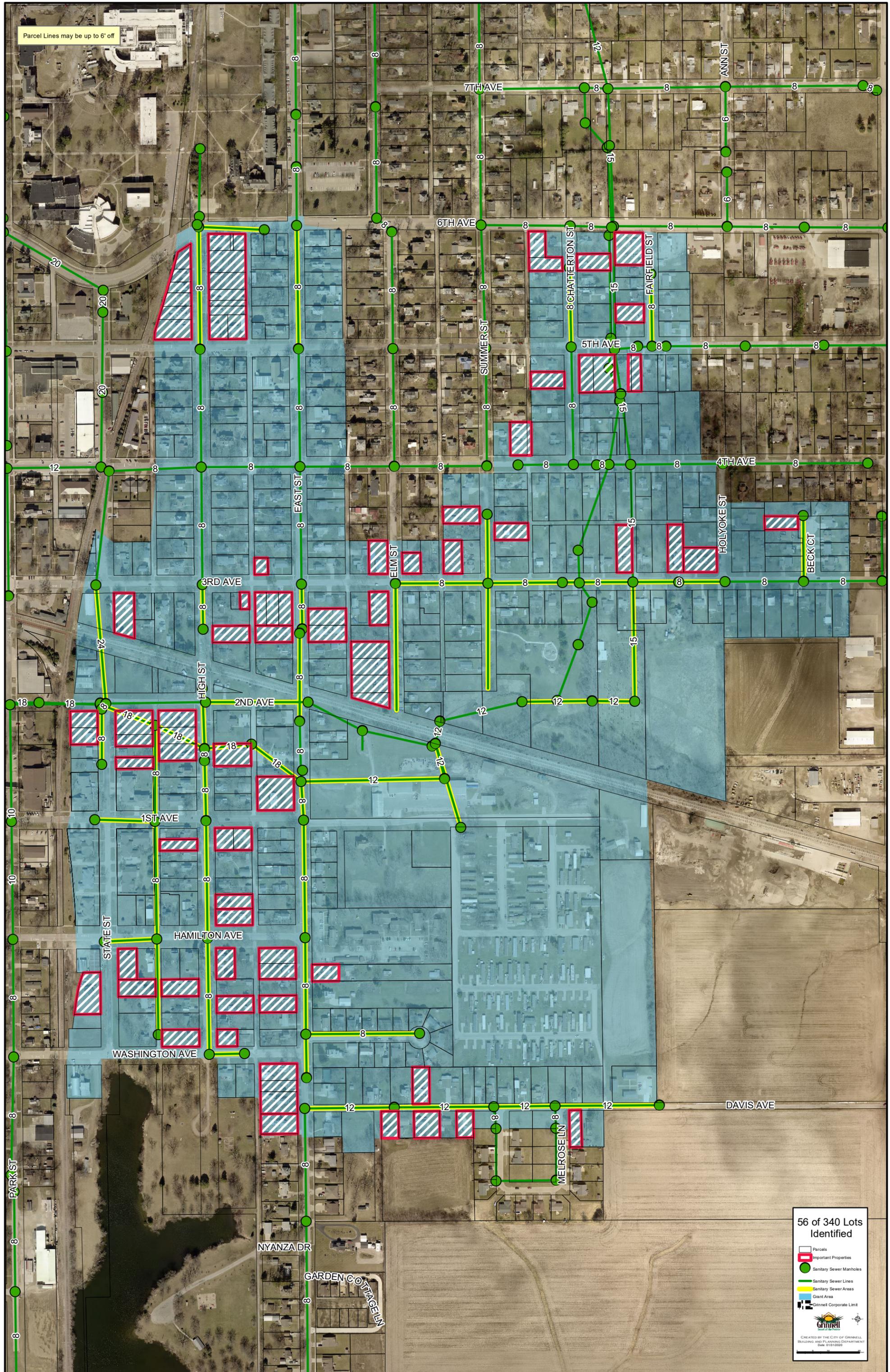
By *Deb Lukke*

**EXHIBIT A**  
**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

Parcel Lines may be up to 6' off



**56 of 340 Lots Identified**

- Parcels
- Important Properties
- Sanitary Sewer Manholes
- Sanitary Sewer Lines
- Sanitary Sewer Areas
- Grant Area
- Grinnell Corporate Limit

CREATED BY THE CITY OF GRINNELL,  
BUILDING AND PLANNING DEPARTMENT  
DATE: 01/31/2020

**RESOLUTION NO. 2020-58**

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE GRINNELL AREA REGIONAL TRAIL (from Stagecoach Rd to Industrial Ave) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to expand the Grinnell Area Regional Trail;

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Grinnell Area Regional Trail (from Stagecoach Rd to Industrial Ave) project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the Grinnell Area Regional Trail (from Stagecoach Rd to Industrial Ave) project.

Passed and approved this 6th day of April 2020.

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Dan F. Agnew, Mayor

ATTEST:

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Annmarie Wingerter, City Clerk/Finance Director

## AGREEMENT

**GRINNELL, IOWA**  
**GRINNELL AREA REGIONAL TRAIL**  
**from STAGECOACH ROAD to INDUSTRIAL AVENUE**  
**& SOUTH OF I-80 to 420<sup>th</sup> AVENUE.**  
**ENGINEERING SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF GRINNELL, 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 the Grinnell Area Regional Trail System from Industrial Avenue to Stagecoach Road and preliminary design and right of way for the stretch south of I80 to 420<sup>th</sup> Avenue or the **Project**, and

**WHEREAS**, the City desires to retain the Engineers to perform engineering 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 PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell and Iowa Department of Transportation funding allocated for this project. This project will have a bid opening through the Iowa DOT.
2. **SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing or other services deemed necessary for approvals either through clearances, design or construction. These subconsultants and their fees have not been included in the services.
3. **PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms

and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
  - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500). The fee for the General Services during construction and project closeout shall be Sixteen Thousand Nine Hundred dollars (\$16,900).
6. **PAYMENT.** The fee for work set out in **5. 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.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of four (4) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **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.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
  - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.

- b. 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.
  - c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
  - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
  - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
  - f. 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. The Engineer will review said tapes as part of his design services.
  - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
  - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

**14. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.

**15. 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.

**16. 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 GRINNELL, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By  \_\_\_\_\_

By  \_\_\_\_\_

RESOLUTION NO. 2020-59

RESOLUTION ACCEPTING WORK FOR THE 2019 CBD MAINTENANCE PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Jasper Construction of Newton, Iowa on March 18, 2019 and

WHEREAS, said contractor has substantially completed the construction of said improvements, known as 2019 CBD Maintenance Project, in accordance with the terms and conditions of said contract and plans and specifications.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$192,340.00

Section 2. The final retainage payment of \$9,617.00 will be paid on April 6, 2020.

Passed and approved on this 6th day of April 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

ATTEST:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director

**CERTIFICATE OF COMPLETION**

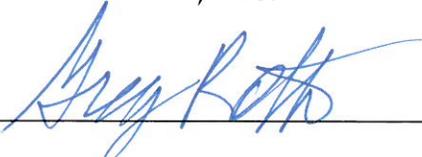
**Central Business District 2019 Maintenance Project  
CITY OF GRINNELL IOWA**

We hereby certify that we have made an on-site review of the completed construction of the CBD 2019 Maintenance project as performed by Jasper Construction of Newton Iowa.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is One hundred Ninety-Two Thousand Three Hundred Forty and 00/100 Dollars (\$192,340.00).

VEENSTRA & KIMM, INC.

Accepted: CITY OF GRINNELL

By 

By \_\_\_\_\_

Title Project Manager

Title \_\_\_\_\_

Date March 30, 2020

Date \_\_\_\_\_

Date: 3/30/2020

Pay App. Release of Retainage

Period: From: 6/24/19 To: 9/21/19

Contractor: Jasper Construction

Project: CBD 2019 Maintenance Project

Grinnell, Iowa

ITEM NO.	DESCRIPTION	UNIT	COMPLETED TO DATE	UNIT PRICE	EXTENDED PRICE
1.1	Curb Repair	EA	22.0	\$ 2,000.00	\$ 44,000.00
1.2	Epoxy Patch at Intake	EA	4.0	\$ 1,000.00	\$ 4,000.00
1.3	Beam Repair on Jewel	EA	7.0	\$ 750.00	\$ 5,250.00
1.4	Reset, Sand and Reseal Pavers (< 30 SF)	EA	22.0	\$ 1,000.00	\$ 22,000.00
1.5	Patch by Area (Walk or Street)	SY	114.1	\$ 200.00	\$ 22,820.00
1.6	Patch Count (Walk or Street)	EA	22.0	\$ 400.00	\$ 8,800.00
1.7	Curb/Paver Band/Walk Repair	LF	0.0	\$ 125.00	\$ -
1.8	Remove/Replace Light Pole	EA	3.0	\$ 11,000.00	\$ 33,000.00
1.9	Route and Reseal Crack	EA	10.0	\$ 150.00	\$ 1,500.00
1.10	Reset, Sand and Reseal Pavers (> 30 LF)	LF	499.5	\$ 60.00	\$ 29,970.00
1.11	Remove and Replace Manhole Boxout	EA	4.0	\$ 1,500.00	\$ 6,000.00
1.12	Remove and Replace Intake Lid and EA Boxout	EA	0.0	\$ 4,000.00	\$ -
1.13	Mobilization	LS	1.0	\$ 15,000.00	\$ 15,000.00

Total Contract Sum	\$192,340.00
Net Change Orders	
Contract Sum to Date	\$192,340.00
Total Completed To Date	\$192,340.00
5% Retainage	\$0.00
Total Earned Less Retainage	\$192,340.00
Less Previous Certificates for Payment	\$182,723.00
Current Payment Due	<b>\$9,617.00</b>
Balance To Finish, Including Retainage	\$0.00


3/30/2020  
 \_\_\_\_\_  
 Veenstra & Kimm, Inc. Date

\_\_\_\_\_  
 City of Grinnell, Iowa Date