



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, FEBRUARY 3, 2020 AT 4:15 P.M.
IN THE 2ND FLOOR COUNCIL CHAMBERS OF
THE CITY HALL**

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider resolution approving contract change order No. 4 in the amount of \$78,588.43 for a net increase to the contract with WRH, Inc of Brooklyn, IA for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-22).
2. Consider resolution authorizing payment of contractor's pay request No. 23 in the amount of \$253,651.18 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-23).
3. Consider resolution authorizing payment of contractor's pay request No. 24 in the amount of \$118,275.00 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-24).
4. Consider resolution approving professional services agreement with Allender Butzke Engineers Inc. for the new water tower (See Resolution No. 2020-25).
5. Consider resolution approving professional services agreement with Veenstra & Kimm for the Water Tower Project (See Resolution No. 2020-26).
6. Consider request from Center Street Apartments to put up sign at the entrance.

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2020-22

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 4 IN THE AMOUNT OF \$78,588.43 FOR AN INCREASE TO THE CONTRACT WITH WRH, INC OF AMANA, IOWA FOR 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 for the Wastewater Treatment Facility Improvements; and

WHEREAS, WRH, Inc has submitted Contract Change Order No. 3 for a net increase of \$78,588.43 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 4; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 16th day of September 2019 that the contract amount has increased by \$78,588.43 in accordance with Contract Change Order No. 4 is hereby approved as executed.

Passed and adopted this 3rd day of February 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk



January 29, 2020

CHANGE ORDER NO. 4

**GRINNELL, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS**

Change Order No. 4 is to amend the following items from the Wastewater Treatment Improvements project:

| | <u>Description</u> | <u>Cost Reduction</u> |
|-----|--|-----------------------|
| 1. | Extend Final Completion dates from November 27, 2019 to June 15, 2020; | \$0.00 |
| 2. | Installation of Control Lockouts for Ovivo Equipment; | \$4,941.96 |
| 3. | Modifications to Double Door Closers; | \$1,115.44 |
| 4. | Relocation of Unit Heaters in Headworks Building; | \$1,666.50 |
| 5. | Purchase and Installation of Pass-Thru Refrigerator; | \$5,399.24 |
| 6. | Additional Insulation for Fine Screen; | \$3,111.48 |
| 7. | Reimbursement to WRH for Propane Purchase; | \$905.29 |
| 8. | Purchase and Installation of Firestone Clad-Guard Underlayment; | \$2,420.00 |
| 9. | Extension of Return Air Ducts in Headworks Building; | \$2,607.77 |
| 10. | Modification to Headworks Gates for Overflows; | \$2,014.04 |
| 11. | Flow Control Gate Rehabilitation in EQ Basin MH No. 1; | \$900.00 |
| 12. | Rehabilitation work in EQ Basin MH No. 2 for Flow Control Gate; | \$13,758.80 |
| 13. | Rehabilitation work in EQ Basin MH No. 3 for Flow Control Gate; | \$9,243.56 |
| 14. | Addition of Drainage Swale to EQ Basin; | \$6,666.00 |
| 15. | Modifications to Sludge Pump Station; | \$23,838.35 |
| | TOTAL | \$78,588.43 |

Change Order No. 4 increases the contract price by \$78,588.43.

WRH, INC.

By *[Signature]*

Title SR. PROJECT MANAGER

Date 1-30-2020

GRINNELL, IOWA

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By *[Signature]*

Title Project Engineer

Date 1/30/2020

ATTEST:

By _____

Title _____

Date _____

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed: *[Signature]*

Date: 1/30/2020

Olivia M. Patton, P.E.
Iowa License No. 21698
My license renewal date is December 31, 2020



RESOLUTION NO. 2020-23

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 23 IN THE AMOUNT OF \$253,651.18 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. 23 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. 23; 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 \$253,651.18 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 3rd day of February 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)

January 14, 2020

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

GRINNELL, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT
PARTIAL PAYMENT NO. 23

Enclosed are three signed copies of Partial Payment No. 23 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 \$253,651.18.

Partial Payment No. 23 is primarily for demolition work, earthwork, and work on the sludge mixing equipment, including stored materials.

Please execute all copies of Partial Payment No. 23 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)

318-4051-0101
 Pay Req # 23
 Aed



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. 23

Date: **January 14, 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 | | 11/26/2019-1/14/2020 |
| 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 | 91% | \$181,000.00 | |
| 1.3 | General Conditions | LS | xxxxx | xxxxx | \$ 665,000.00 | 96% | \$637,000.00 | |
| 2.1 | Demolition of Existing Plant | LS | xxxxx | xxxxx | \$ 100,000.00 | 76% | \$76,000.00 | |
| 2.2 | Earthwork | LS | xxxxx | xxxxx | \$ 1,216,000.00 | 90% | \$1,090,000.00 | |
| 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 | 100% | \$1,194,091.81 | |
| 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 | 100% | \$890,000.00 | |
| 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 | | \$0.00 | |
| 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 | 93% | \$14,000.00 | |
| 7.1 | Roofing & Sheet Metal | LS | xxxxx | xxxxx | \$ 177,000.00 | 93% | \$165,000.00 | |
| 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 | 11% | \$2,000.00 | |
| 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 | | \$0.00 | |
| 9.4 | Ceilings | LS | xxxxx | xxxxx | \$ 15,000.00 | | \$0.00 | |

| | | | | | | | |
|-------|--|----|-------|-------|------------------|--------|-----------------|
| 10.1 | Specialties (Lockers, RR Access., Signs) | LS | xxxxx | xxxxx | \$ 25,000.00 | | \$0.00 |
| 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 | 56% | \$25,000.00 |
| 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% | \$345,000.00 |
| 15.2 | Valves | LS | xxxxx | xxxxx | \$ 150,000.00 | 97% | \$145,000.00 |
| 15.3 | Mech.- Plumbing/HVAC - General Condi | LS | xxxxx | xxxxx | \$ 60,000.00 | 98% | \$58,500.00 |
| 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 | | \$0.00 |
| 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 | 65% | \$42,000.00 |
| 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 | 23% | \$11,500.00 |
| 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 | 98% | \$41,000.00 |
| 16.6 | Electrical - #90 Admin Bldg. | LS | xxxxx | xxxxx | \$ 55,000.00 | 85% | \$47,000.00 |
| 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 | | \$12,355,089.81 |

| | | | | |
|--------------------------------------|------------|---------------------------------|----------------------------------|------------------------|
| 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 | |
| | | | Total Previously Approved | \$11,697,725.31 |
| Percent Complete | 92% | Amount Due This Estimate | | \$253,651.18 |

The amount \$253,651.18 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 1-14-2020 | Date 1-14-2020 | Date |

V&K Job No. 288117

RESOLUTION NO. 2020-24

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 24 IN THE AMOUNT OF \$118,275 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. 24 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. 24; 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 \$118,275.00 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 3rd day of February 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)

January 29, 2020

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

GRINNELL, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT
PARTIAL PAYMENT NO. 24

Enclosed are three signed copies of Partial Payment No. 24 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 \$118,275.00.

Partial Payment No. 24 is primarily for earthwork and work on the Administration Building.

Please execute all copies of Partial Payment No. 24 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 M. 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. 24

Date: **January 29, 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 | 92% | \$184,000.00 |
| 1.3 | General Conditions | LS | xxxxx | xxxxx | \$ 665,000.00 | 97% | \$643,000.00 |
| 2.1 | Demolition of Existing Plant | LS | xxxxx | xxxxx | \$ 100,000.00 | 86% | \$86,000.00 |
| 2.2 | Earthwork | LS | xxxxx | xxxxx | \$ 1,216,000.00 | 94% | \$1,140,000.00 |
| 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% | \$1,197,091.81 |
| 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 | 99.8% | \$890,500.00 |
| 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 | | \$0.00 |
| 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 | 93% | \$14,000.00 |
| 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 | 63% | \$12,000.00 |
| 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 | | \$0.00 |
| 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 | 98% | \$58,500.00 |
| 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 | | \$0.00 |
| 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 | 75% | \$49,000.00 |
| 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 | 28% | \$13,500.00 |
| 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 | 91% | \$50,000.00 |
| 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 | | \$12,479,589.81 |

| | | | | |
|--------------------------------------|-----|--------------------------|---------------------------|-----------------|
| 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 | |
| | | | Total Previously Approved | \$11,951,376.49 |
| Percent Complete | 93% | Amount Due This Estimate | | \$118,275.00 |

The amount \$118,275.00 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 1-29-2020 | Date 1/29/2020 | Date |

V&K Job No. 288117

RESOLUTION NO. 2020-25

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ALLENDER BUTZKE ENGINEERS INC FOR GEOTECHNICAL EXPLORATION FOR THE WATER TOWER PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to build a new Water Tower;

WHEREAS, the city desires Allender Butzke Engineers Inc to proceed with the geotechnical exploration services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said geotechnical exploration services for the Water Tower 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 Allender Butzke Engineers Inc for geotechnical exploration services for the Water Tower project.

Passed and approved this 3rd day of February 2020.

Dan F. Agnew, Mayor

ATTEST:

Annamarie Wingerter, City Clerk/Finance Director



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Grinnell Water Tower **PN:** 201116
PROJECT ADDRESS: East Street
Grinnell, Iowa
CLIENT: City of Grinnell c/o Veenstra and Kimm, Inc. Attn: Forrest Aldrich, PE
ADDRESS: 3000 Westown Parkway
West Des Moines, Iowa 50266-1320

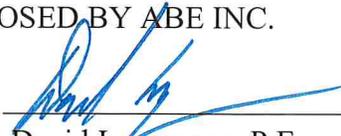
SCOPE: Geotechnical Exploration - Mobilization with truck mounted drilling equipment, utility locations (Iowa One Call), drill and sample 1 test borings 70 feet deep, laboratory testing, engineering analysis, and written report.

COMPENSATION TERMS: Total cost for the above scope of services will be \$5,250. To better define subsurface condition an additional boring 70 feet deep can be drilled for a cost of \$2,300. Consultation subsequent to completion of report invoiced at current engineering rates.

REMARKS: Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. ABE will contact Iowa One Call for public utility locates. Locating of underground utilities not on Iowa One Call will be the responsibility of the City and should be properly marked prior to the drill crew arriving at the site. We assume the City will provide snow removal as necessary to allow access to boring locations with a truck drill. We have also assumed the boring location would be staked by V&K, Inc. prior to drilling.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: 
David Logemann, P.E.
Title: Principal Engineer
Date: 1/16/2020

ACCEPTED FOR CLIENT

By: _____
Title: _____
Date: _____
Printed Name

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!
1 email above

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 50,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

RESOLUTION NO. 2020-26

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

WHEREAS, the City Council of the city of Grinnell desires to build a new Water Tower;

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 Tower 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 Tower project.

Passed and approved this 3rd day of February 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)

January 16, 2020

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

GRINNELL, IOWA
SOUTH WATER TOWER
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the South Water Tower 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 800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, reading "Forrest S. Aldrich".

Forrest S. Aldrich

FSA:dml
0-03
Enclosures

AGREEMENT

PROFESSIONAL ENGINEERING SERVICES SOUTH WATER TOWER GRINNELL, IOWA

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 of Grinnell owns and operates a municipal water system, and

WHEREAS, the City of Grinnell has experienced significant growth and an increase in average and peak water usage in the water system, and

WHEREAS, the City has determined additional water storage is necessary in the south side of the water system to meet current demands and to provide for future growth, and

WHEREAS, the City has determined additional water storage should be located in the southerly part of the water system, and

WHEREAS, the City has determined the location of the new elevated water storage should be generally along the corridor of East Street between Ogan Avenue and Pinder Avenue, and

WHEREAS, the City has determined it appropriate to design and construct a new water tower with a volume of approximately 500,000 gallons, with said project being referred to as the **South Water Tower**, or the **Project**, and

WHEREAS, the City anticipates utilizing the Drinking Water State Revolving Fund (SRF) loan funds for financing the construction of the Project, and

WHEREAS, the Iowa Department of Natural Resources requires the City to complete a preliminary engineering report as a condition for use of the Drinking Water SRF funds, and

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

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

- 1. SCOPE OF PROJECT.** It is understood and agreed the water storage improvements shall consist of the following:
 - a. In consultation with the City, determine the site for the new water tower.
 - b. New elevated storage tank with a volume of approximately 500,000 gallons.
 - c. Water mains as necessary to connect the new water tower to the existing water distribution system.
- 2. PRELIMINARY ENGINEERING REPORT.** The Engineers shall prepare a Preliminary Engineering Report prior to the completion of design. The Preliminary Engineering Report shall meet the requirements of the Iowa Department of Natural Resources and the Iowa Finance Authority relating to water system projects to be funded under the Drinking Water State Revolving Fund (SRF) loan program.
- 3. SRF PROGRAM REQUIREMENTS.** The Engineers shall consult with, and assist, the City in obtaining and administering a Drinking Water State Revolving Fund (SRF) loan for the Project. Services will include preparation of loan application, supporting documentation and administration during the course of the Project.
- 4. DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications. The surveys include acquisition plats for the site of the tower and water main easements.
- 5. GEOTECHNICAL SERVICES.** Design of the new elevated storage tank will require a geotechnical investigation that will involve soil borings at the location of the new elevated storage tank. The Engineers shall review with the Owner the scope of geotechnical investigation and quotation received from the geotechnical consultant. The Engineers shall coordinate the services of the geotechnical consultant including review of the findings of the geotechnical work and incorporation of the findings in the design of the Project. The actual cost for the geotechnical consultant shall be paid directly by the Owner. The cost of the Engineers relating to coordinating and managing the geotechnical services are included as a part of the scope of work under this Agreement.
- 6. SITE ACQUISITION.** The Engineers shall complete the necessary surveys and prepare plats and legal descriptions for the acquisition of the water tower site. Acquisition of the site includes negotiations and meetings with the property owners.

7. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
8. **SIZE AND STYLE.** During the design of the Project the Engineers shall consult with the City on issues relating to style and capacity of the elevated storage tank. If determined appropriate by the City, the Engineers shall include in the plans and specifications provisions to bid alternate styles of tanks and up to three sizes for each of the alternates that may be selected.
9. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the Owner.
10. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
11. **EASEMENT DOCUMENTS.** The Engineers shall prepare all necessary easements for the water mains associated with the Project.
12. **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.
13. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders. Publication costs shall be borne by the Owner.
14. **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 **20. COMPENSATION.**

- 15. 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.
- 16. 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.
- 17. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
- a. Establishing a bench mark and/or base line to permit start of construction work.
 - b. Consult with and advise Owner.
 - c. Coordinate and provide work of testing laboratories for concrete and moisture density tests.
 - d. Assist in interpretation of plans and specifications.
 - e. Review drawings and data of manufacturers.
 - f. Process and certify payment estimates of the Contractor to Owner.
 - g. Prepare and process necessary change orders or modifications to the construction contract.
 - h. Make routine and special trips to the Project site as required.
 - i. Provide construction staking information as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction. Detailed construction staking for the Project shall be performed by the Contractor.

- j. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
- k. Provide the City with one (1) set of the plans showing final construction.

18. RESIDENT REVIEW SERVICES.

- a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. Resident review services shall include appropriate inspections, including those that require climbing of the elevated storage tank during and following construction.
- b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a part time basis during the construction work on the Project.
- c. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced with the erection and coating of elevated storage tanks.

19. FINAL REVIEW. The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.

20. COMPENSATION. The Owner shall compensate the Engineers for their services by payment of the following fees:

- a. The fee for the preliminary engineering report and site acquisition services as set forth in **2. PRELIMINARY ENGINEERING REPORT** through **6. SITE ACQUISITION** of this Agreement shall be on the basis of the standard hourly fees for the time the Engineers personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project. The maximum fee for services associated with the preliminary engineering report and acquisition services shall not exceed the sum of Fourteen Thousand Seven Hundred Dollars (\$14,700).

- b. The fee for design, bidding and construction services as set forth in **7. DESIGN CONFERENCES AND REPORTS** through **19. FINAL REVIEW** shall be on the basis of the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project. The maximum fee for services during design, bidding, and construction of the Project shall not exceed One Hundred Forty-nine Thousand Eight Hundred Dollars (\$149,800).
- c. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in **9. PLANS AND SPECIFICATIONS** above as provided in Iowa Code Section 26.3(2) (2017). The reimbursement of the cost of plans and distribution of plans as required under Iowa Code Section 26.3(2) (2017) is not included in the fees for services set forth under this Agreement.

21. PAYMENT. The fees for services shall be due and payable as follows:

- a. During preparation of the preliminary engineering report the fee shall be due and payable monthly.
- b. During design and preparation of the plans and specifications, the fee shall be due and payable monthly.
- c. For general services during construction, resident review and final review, the fee shall be due and payable monthly.

22. LEGAL SERVICES. The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

23. SERVICES NOT INCLUDED. The above-stated fees do not include compensation for the following items:

- a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, 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. Material testing and inspections other than those completed as a part of the resident review on the site of the Project, environmental impact statements, archaeological investigation, contaminated soil and groundwater investigations, geotechnical investigation.
- c. Wetlands studies and archaeological studies.
- d. Geotechnical services. The Owner shall duly compensate the cost of geotechnical services as outlined in **5. GEOTECHNICAL SERVICES**.
- e. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the Projects included in this Agreement.
- f. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
- g. Services required for re-design as a result of substitute products during the construction phase.
- h. Services required as a result of Owner providing incomplete or incorrect Project information.
- i. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
- j. Construction staking.
- k. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 of 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.

29. 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.

- 30. 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.
- 31. 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.
- 32. 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

- 33. 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.
- 34. 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 have hereunto subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By James Allard
President

By Deborah M. Luka

Ann Wingerter

From: Duane Neff
Sent: Friday, January 31, 2020 7:55 AM
To: Ann Wingerter
Subject: FW: Center Street Apartments

Ann,

This may need councils approval. It will have to be placed on the cities right-of-way. Either 1st Ave or the alley.

Duane

From: Karen McNaul [mailto:kmcnaul@zumatel.net]
Sent: Wednesday, January 29, 2020 3:49 PM
To: Duane Neff
Subject: Center Street Apartments

Duane,

I have taken over the management for the Center Street Apartments in Grinnell and I would like to know if there is a way we can place an entrance sign at the driveway off of 1st Ave.

Unless someone know it is there they do not know how to get up to the apartments.

Thank you



Karen McNaul
Broker/Owner
McNaul Real Estate, Inc.
100 Crabtree Rd
Montezuma, IA 50171
Office 641-623-5026
Fax 641-623-5025
Cell 641-891-8902
www.mcnaulrealestateinc.com
E-Mail kmcnaul@zumatel.net
Licensed in Iowa

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