



**BUSINESS OF THE CITY COUNCIL
AGENDA STATEMENT**

Item No. 6m
For Meeting of 02.04.16

ITEM TITLE: Consideration and Action on a Resolution Approving a Professional Engineering Agreement for the Masteller/Wakonda Signalization Project

CONTACT PERSON: Tim Hoskins, Public Works Director

SUMMARY EXPLANATION:

At the intersection of Sunset Drive with Wakonda/Masteller there has been historical data and resident complaints about the lack of traffic control. With the planned development east of this intersection the level of concern with safety will increase. This project would start the process of establishing the needed documentation necessary to seek Iowa Department of Transportation (DOT) consideration and approval for the placement of signalized traffic control devices at this location. Also included will be design, provide plans and specifications for the bidding and construction of the project along with assisting in seeking grant funding to support the project, and construction observation services. Staff has secured a professional engineering agreement with Veenstra & Kimm to provide the necessary engineering services for the project.

The cost breakdown of the engineering services is as follows:

Design Surveys through Bid opening and Award	\$18,400.00
Preconstruction Conference, General Services	
During construction & Final Review	\$ 3,200.00
Resident Review and Construction Staking Services	<u>\$ 6,800.00</u>
	\$ 28,400.00

The fee is approximately 6% of the anticipated cost of the project which is reasonable.

<input checked="" type="checkbox"/> Resolution _____ <input type="checkbox"/> Ordinance _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Other (Specify) _____
Funding Source _____ T.I.F. _____
 _____ City Manager

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

RESOLUTION NO. _____

**RESOLUTION APPROVING AN ENGINEERING AGREEMENT
FOR MASTELLER/WAKONDA SIGNALIZATION**

WHEREAS, the City Of Norwalk places a high value of safety for the traveling public within the community; and

WHEREAS, with growth and development comes the need to provide adequate traffic safety control devices where high traffic counts and safety concerns arise at identified intersections; and

WHEREAS, to design, provide plans and specifications for the bidding and construction of the project along with assisting in seeking grant funding to support the project, and construction observation services, the services of a professional engineer are required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that approval is given to enter into a professional engineering agreement with Veenstra & Kimm Inc. to provide such services in the amount of \$28,400.00 for design services, bid and contract documents, project administration, and assistance in seeking grant funding opportunities.

Passed and approved this 4th day of February, 2016.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Isley	___	___	___
Kuhl	___	___	___
Lester	___	___	___
Livingston	___	___	___
Riva	___	___	___

AGREEMENT

NORWALK, IOWA Iowa Highway 28 and Masteller Road Signalization PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF NORWALK, 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 contemplating the installation of new traffic signals at the intersection of Iowa Highway 28 (Sunset Drive) and Masteller Road (Wakonda Drive), and

WHEREAS, the City desires to proceed with the funding requests, design and construction services for the traffic signal installation referred to as the **Project**, and

WHEREAS, the City desires to retain the Engineers to provide funding requests, design and construction engineering services on the Project, and

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 agreement shall be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed the Project shall include the following improvements:
 - a. Design of new traffic signals compliant with the Iowa Department of Transportation and the MUTCD at the intersection as described above within the existing right-of-way and adjacent to and utilizing the existing pavement and lane configurations on all approaches. Any modifications to the eastern approach (Masteller Road) shall be designed at installed at the time of the new development proposed east of Iowa Highway 28 and north of Beardsley Street.
2. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic surveys for the design of the Project. The Engineers shall undertake sufficient survey to allow it to prepare temporary easement plats (if needed) for construction of the Project.

3. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the City 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 staff (and City Council), as necessary.
4. **CONSULTATION ON DESIGN CONCEPT.** The Engineers during the course of the preliminary design shall consult with the City for a final determination of the design concept and location.
5. **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, materials to be used, and 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 City.
6. **PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineers shall provide and distribute plans and specifications for bidders. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers the actual cost for the plans and specifications and distribution thereof. The cost of plans and specifications and distribution of plans and specifications shall be in addition to the fees set forth herein for enumerated services.
7. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for each 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.
8. **ASSESSMENT PLATS AND SCHEDULES.** It is understood and agreed assessment plats and schedules shall not be a part of the services under this Agreement.
9. **EASEMENTS.** The Engineers shall identify and prepare the necessary easements for construction of the Project. Services for acquisition of easements is not included as a part of the services under this Agreement. It is assumed that two easements will be needed for the project.
10. **PERMITS.** The Engineers shall assist the City in obtaining necessary permits for construction of the Project, if any. The City shall be responsible for the payment of permit fees.

11. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders to approved contract plan rooms and other construction document depositories.
12. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contracts, and shall prepare a tabulation of bids for the City and shall advise the City 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 City of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the City as to the responsibility of any bidder.
13. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the City, the Engineers, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
14. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
 - a. Establishment of bench mark and/or base line to permit start of construction work.
 - b. Consult with and advise Owner.
 - c. Coordinate the work of testing laboratories for concrete and moisture density tests as may be needed.
 - 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. It is assumed that four trips are needed during construction for review by an engineer.
 - i. 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.

- j. Provide the City with one (1) reproducible set of plans showing final construction.

15. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES.

The Engineers shall provide resident review and construction staking during construction including, but not limited to, the following:

- a. Provide construction staking as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction.
- b. 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.
- c. 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 regular basis during construction work on the Project.

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

- 17. COMPENSATION.** The City shall compensate the Engineers for their services by payment of the following fees:

- a. For services under this Agreement, a fee 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.
- b. The total fee for design services as set forth in **2. DESIGN SURVEYS** through **12. BID OPENING AND AWARD OF CONTRACT** shall not exceed the sum of Eighteen Thousand Four Hundred Dollars (\$18,400).
- c. The total fee for engineering services during construction as set forth in **13. PRECONSTRUCTION CONFERENCE**, **14. GENERAL SERVICES DURING CONSTRUCTION**, and **16. FINAL REVIEW** shall not exceed the sum of Three Thousand Two Hundred Dollars (\$3,200).

- d. The total fee for engineering services during construction as set forth in **15. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES** shall not exceed the sum of Six Thousand Eight Hundred Dollars (\$6,800). The fee for resident review services is based on a maximum of eighty (80) hours of resident review based on standard hourly fees.
 - e. The maximum fee for engineering services during construction shall be based on providing services during the original construction contract period provided to the construction contractor. Services set forth under the compensation level in this part of the Agreement shall not include services beyond the contract completion date. Services beyond the original contract completion date, whether extended by the City or beyond the completion date, shall be considered Extra Work.
- 18. PAYMENT.** The fees shall be due and payable as follows:
- a. For design and preparation of the plans and specifications, and for easement preparation services, the fee shall be due and payable monthly.
 - b. For general services during construction, resident review and final review, the fee shall be due and payable monthly.
- 19. LEGAL SERVICES.** The City 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.
- 20. 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. Services associated with easement acquisition or condemnation proceedings.
 - c. Services associated with special assessments.
 - d. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract or construction contracts awarded by the City of Norwalk for construction of the Project.

- e. The Engineers shall determine the desirable location of any geotechnical investigation and soil borings required for design. The City shall contract for and provide the recommended geotechnical services and compensate the geotechnical consultant directly.
 - f. Materials testing required during construction as described above.
 - g. Specialized landscaping plans or plantings plans for the project.
 - h. Utility investigations, relocations or extensions that may be needed for the pending development east of Iowa Highway 28 and north of Beardsley or any other development in the vicinity.
 - i. Any pavement rehabilitation or replacements that are due to pavement failures, or useful life issues.
21. **CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized. Compensation for any easement services shall be based on the standard hourly fees of the Engineers plus expenses incurred.,
22. **TIME OF COMPLETION.** The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City and Engineers. The tentative target dates for completion of the design is to facilitate a summer letting and construction, unless funding availability or outside agreements delay construction.
23. **TERMINATION.** Should the City abandon the Project or any element of the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed to the date of termination of that portion of the Project. Prior to the termination of any element of the Project, the Engineers shall advise the City as to the cost-effectiveness of abandonment of the design at that point in time of that portion of the Project.
24. **ASSISTANTS.** It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.
25. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated 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 NORWALK, IOWA

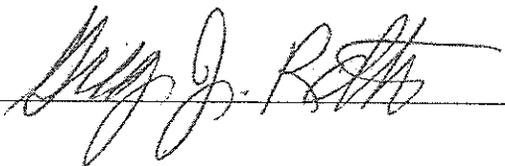
ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 

By 