



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No.15

For Meeting of 07.21.16

**ITEM TITLE:** Consideration of a Resolution Approving an Amendment to the Agreement for Professional Engineering Services for the Regional Stormwater Detention and Greenbelt Development.

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:** The Amendment to Agreement is to provide compensation for the additional design services and to provide engineering services during construction of the project. The original scope of services for the project anticipated a project construction cost of approximately \$1,000,000.00. After a year and a half and multiple design changes the project has grown to an estimated cost of \$2,500,000.00. The Amendment to Agreement provides for additional compensation in recognition of the additional design services necessary to complete the project. The total requested compensation is \$256,900.00. A copy of the Amendment is attached.

<p><input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify)_____</p> <p>Funding Source: <u>Connection Fee District Revenue Bonds, Revenue Bonds</u></p> <p>APPROVED FOR SUBMITTAL _____</p>
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**STAFF RECOMMENDATION:** Consideration of the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AMENDING THE ORIGINAL PROFESSIONAL ENGINEERING AGREEMENT FOR THE PROJECT NOW KNOWN AS THE BEARDSLEY REGIONAL STORM WATER DETENTION FACILITY**

WHEREAS, the City of Norwalk entered into a Professional Engineering Agreement with Veenstra & Kimm Inc. for the purpose of design of a regional stormwater detention facility; and,

WHEREAS, as the project evolved over time due to changes to meet the constraints of the area designated for the detention pond as well as the need to utilize several structures and erosion control devices; and,

WHEREAS, Veenstra & Kimm Inc. now presents an Amendment to Agreement that includes compensation for the additional design services already incurred over the original agreement, additional design services to complete the project though the bid letting and contract award, services including preconstruction conference; general services during the construction process, and final review; resident review and construction staking.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that said Amendment to Agreement be formally accepted and approved at this time.

PASSED and ADOPTED this 21<sup>ST</sup> day of July, 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	___	___	___



**VEENSTRA & KIMM, INC.**

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

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

July 12, 2016

Tim Hoskins  
Public Works Director  
City of Norwalk  
705 North Avenue  
Norwalk, Iowa 50211

NORWALK, IOWA  
REGIONAL STORMWATER DETENTION AND GREENBELT DEVELOPMENT  
AMENDMENT TO AGREEMENT

Enclosed are two copies of an Amendment to Agreement for professional engineering services for the Regional Stormwater Detention and Greenbelt Development (now referred to as "Beardsley Regional Stormwater Detention Facility") project. The Amendment to Agreement is to provide compensation for the additional design services for the project, and to provide additional engineering services during construction of the project.

The Amendment to Agreement provides compensation for additional design services enumerated under "**1. SCOPE OF PROJECT**", paragraphs d. through p. The Amendment to Agreement also includes compensation for additional construction services including general services during construction, resident review and construction staking for the project.

The original scope of services for the project anticipated a project construction cost of approximately \$900,000 to \$1,000,000. After approximately 18 months of design development including numerous changes and additions to the project, the final estimated construction cost for the project was approximately \$2,500,000. The requested Amendment to Agreement provides for additional compensation in recognition of the additional design services necessary to complete the project. The overall compensation for engineering services for the project at approximately 16% (including the Amendment to Agreement) would be considered typical based on the final project scope and size (typically design is in the range of 16-18%). Many of the changes during the course of design also impacted many of the original design elements requiring re-design and revised modelling to complete the project. As a result, the actual design expenses for the project significantly exceed the requested design compensation for the project.

If the Amendment to Agreement is satisfactory, please arrange for execution of both copies of the document and return one signed copy to this office. If you have any questions regarding this Amendment to Agreement, please contact us at 225-8000. We look forward to continuing to provide services for this project.

VEENSTRA & KIMM, INC.



Anthony J. Bellizzi, P.E.

14278

AMENDMENT TO AGREEMENT

NORWALK, IOWA  
REGIONAL STORMWATER DETENTION AND GREENBELT DEVELOPMENT  
PROFESSIONAL ENGINEERING SERVICES  
DESIGN AND CONSTRUCTION SERVICES

THIS AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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**, in an Agreement dated November 20, 2014, the City retained the services of the Engineers to provide design and construction engineering services for a regional stormwater detention facility previously referred to as the "**Regional Stormwater Detention and Greenbelt Development**", and

**WHEREAS**, the Engineers completed the design of the project with said improvements now being hereinafter referred to as the "**Beardsley Regional Stormwater Detention Facility**" or "**Project**", and

**WHEREAS**, during the course of design, the City requested significant changes and additions to the Project, modifying the scope of services of the Engineers for the Project, and

**WHEREAS**, the City desires to modify the scope of the services for the Agreement in recognition of the additional engineering design services necessary to complete the design of the Project, and additional engineering construction services that will be necessary to complete the construction of the Project, and

**WHEREAS**, the City desires to amend the Agreement dated November 20, 2014 to add additional engineering design and construction services for the Project.

**NOW, THEREFORE**, it is agreed by and between the parties hereto that the Agreement dated November 20, 2014 is amended by the following additions, deletions and modifications, to wit:

1. Under "**1. SCOPE OF PROJECT**", following Paragraph "c.", add the following:

- "d. Design of approximately 400 feet of 8" sanitary sewer extending from the existing trunk sewer along the greenbelt easterly along Beardsley Street to serve developing property to the east of the new detention facility (including IDNR permit).

- e. Design of approximately 4,000 linear feet of bike trail grading including horizontal and vertical alignment integrated with the grading plan including future trail profile.
- f. Design of grading plan for future trail and pedestrian bridge crossing between detention ponds.
- g. Design of stormwater management facilities to convey stormwater from adjoining properties through bike trail grading including area intakes and storm sewers sized to convey runoff from 100 year storm event to detention facility.
- h. Incorporate improvements to drainage channel from Highway 28 into overall site grading plan including energy dissipation structures, grading plan, channel improvements and erosion protection (including IDOT right-of-way permit).
- i. Modify overall three pond design into two pond concept with new drainage channel in place of the south pond, with design to include channel protection and energy dissipation structures, revisions to the overall grading plan and bike trail grading, and revisions to storm sewers and intakes. Modifications will allow for incorporation of grading plan of adjacent property.
- j. Modify overall grading plan to incorporate private grading plan of Outlot B, Outlot Z and Lot A in Farms of Holland Plat 2 (provided by others) into overall grading plan. Modifications to grading plan will also provide site for excess excavated soils from detention area to avoid excessive soil export costs.
- k. Develop grading plan for future development of Outlot U and Outlot V in Farms of Holland Plat 2 (approximately 5.3 acres) to incorporate into overall grading plan. Grading plan for Outlots U and V will provide site for excess excavated soils from detention area to avoid excessive soil export costs.
- l. Revise stormwater modeling data based on changes made to overall site. Revise stormwater modeling to also treat area west of Highway 28 within the project watershed as a "pass through" flow through the new regional detention facility. Area west of Highway 28 will be required to have on-site detention.
- m. Prepare acquisition plat in part of Outlot U in Farms of Holland Plat 2 for future trail head parking and access.
- n. Prepare acquisition plat in part of Parcel P in Farms of Holland Plat 2 to acquire additional property necessary to construction detention facility.
- o. Prepare necessary temporary easements for construction and transition grading, and construction easements necessary to complete modified grading plans for fill areas on adjacent properties.

- p. Assist the City in acquiring necessary easements and property acquisition for project from adjoining properties."
2. Under "17. COMPENSATION", following Paragraph "f.", add the following:
- "g. The fee for additional engineering design services for the Project, as set forth in "1. SCOPE OF PROJECT, Paragraph d. through Paragraph p." encompassing the work set forth from "2. DESIGN SURVEYS" through "12. BID OPENING AND AWARD OF CONTRACT" of this Agreement, shall be the lump sum amount of One Hundred Fifty Thousand Dollars (\$150,000).
  - h. The fee for additional engineering services during construction for the Project, as set forth in "12. PRECONSTRUCTION CONFERENCE, 13. GENERAL SERVICES DURING CONSTRUCTION", and "15. FINAL REVIEW" of this Agreement, shall not exceed the sum of Thirty-Three Thousand Two Hundred Dollars (\$33,200).
  - i. The fee for additional engineering services during construction for the Project, as set forth in "14. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES" of this Agreement, shall not exceed the sum of Seventy-Three Thousand Seven Hundred Dollars (\$73,700). The fee for additional resident review services is based on a maximum of seven hundred sixty (760) hours of resident review based on standard hourly fees."

The undersigned do hereby covenant and state this Amendment to Agreement is executed in duplicate as though each were an original and there are no oral agreements which 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 Amendment to Agreement, nor have any of the above been implied by or for any party to this Amendment to Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on the date first written above.

**CITY OF NORWALK, IOWA**

ATTEST:

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

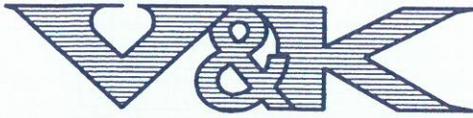
By \_\_\_\_\_  
City Clerk

**VEENSTRA & KIMM, INC.**

ATTEST:

By 

By Deborah M. Luke



July 12, 2016

Tim Hoskins  
Public Works Director  
City of Norwalk  
705 North Avenue  
Norwalk, Iowa 50211

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The Amendment to Agreement provides compensation for additional design services enumerated under "**1. SCOPE OF PROJECT**", paragraphs d. through p. The Amendment to Agreement also includes compensation for additional construction services including general services during construction, resident review and construction staking for the project.

The original scope of services for the project anticipated a project construction cost of approximately \$900,000 to \$1,000,000. After approximately 18 months of design development including numerous changes and additions to the project, the final estimated construction cost for the project was approximately \$2,500,000. The requested Amendment to Agreement provides for additional compensation in recognition of the additional design services necessary to complete the project. The overall compensation for engineering services for the project at approximately 16% (including the Amendment to Agreement) would be considered typical based on the final project scope and size (typically design is in the range of 16-18%). Many of the changes during the course of design also impacted many of the original design elements requiring re-design and revised modelling to complete the project. As a result, the actual design expenses for the project significantly exceed the requested design compensation for the project.

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VEENSTRA & KIMM, INC.

  
Anthony J. Bellizzi, P.E.

14278

## AMENDMENT TO AGREEMENT

### NORWALK, IOWA REGIONAL STORMWATER DETENTION AND GREENBELT DEVELOPMENT PROFESSIONAL ENGINEERING SERVICES DESIGN AND CONSTRUCTION SERVICES

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**WHEREAS**, the City desires to modify the scope of the services for the Agreement in recognition of the additional engineering design services necessary to complete the design of the Project, and additional engineering construction services that will be necessary to complete the construction of the Project, and

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**CITY OF NORWALK, IOWA**

ATTEST:

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

By \_\_\_\_\_  
City Clerk

**VEENSTRA & KIMM, INC.**

ATTEST:

By 

By Deborah M. Luke