

**NOTICE OF A PUBLIC MEETING**  
**Dallas Center City Council**  
**Tentative Agenda**  
**July 19, 2022 – 6:00 pm – Memorial Hall**  
**1502 Walnut Street, Dallas Center**

The Council meeting will be held in person in Memorial Hall. The meeting also may be accessed by the public electronically by Zoom at the following Internet link:

<https://us02web.zoom.us/j/88082889017>

If a Zoom user has the Zoom app, just enter the meeting ID 880 8288 9017 and the passcode is 040371.

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 88082889017#, the passcode is 040371: Dial by your location +1 646 558 8656 +1 301 715 8592 +1 312 626 6799 +1 669 900 9128

Depending on the caller's long-distance calling plan, long distance charges may apply.

1. Call to Order
2. Roll call
3. Action to approve agenda
4. Dallas Center Outdoor Community Swimming Pool Construction Project
  - a. Report, Consideration of Construction Bid, and potential cost reductions – Bob Veenstra
  - b. Discussion and possible action on identifying funding sources
  - c. Action on Resolution 2022-53 – making award of construction contract
  - d. Action on Resolution 2022-54 – approving construction contract and bond [subject to the approval of the City Attorney]
  - e. Action to approve Change Order No. 1 – Sande Construction & Supply Co. – Deduct \$530,888 (amount subject to adjustment)
  - f. Action on Resolution 2022-62 – approving amendment to contract with Waters Edge Aquatic Design, PLC to remove final phase of Construction Administration but to include review of shop drawings, response to questions from contractor and V&K, and site visits for operational training and final punch list
  - g. Action on Resolution 2022-63 – approving agreement with Veenstra & Kimm, Inc. for General Construction Administrative Services and Inspection Services (\$121,000)
5. Not to Exceed \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes (Swimming Pool Project)
  - a. Action to request Piper Sandler to start financing process in accordance with Financing Plan
6. Adjournment

Shellie Schaben, City Clerk

SECTION 00 41 00

BID FORM

**PART 1 - PROJECT IDENTIFICATION**

1.01 Project Name:

Outdoor Community Swimming Pool

**PART 2 - THE BID IS SUBMITTED TO:**

2.01 Owner

City of Dallas Center

1502 Walnut Street

Dallas Center, IA 50063

**PART 3 - DATE SUBMITTED:**

3.01 Date: July 7, 2022 (BIDDER TO ENTER DATE)

**PART 4 - BID SUBMITTED BY:**

4.01 Bidder's Information:

Bidder's Name:

Sande Construction & Supply Co., Inc.

Bidder's Address:

1111 16th Ave North

Bidder's City, State, Zip:

Humboldt, IA 50548

Bidder's Telephone/Fax No.:

(515) 332-2021 / (515) 332-1388

State Contractor License No.: (if applicable)

CI32848

- 4.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 4.03 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 14 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 4.04 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.
    - 1. Addendum No. 1 Addendum Date July 1, 2022
    - 2. Addendum No.            Addendum Date
    - 3. Addendum No.            Addendum Date
    - 4. Addendum No.            Addendum Date
  - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of Work.
  - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Bidder has carefully studied all:

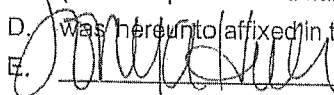
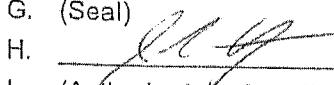
1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the pertinent article of the General Conditions, and
  2. Reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in the pertinent article of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplemental examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.05 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 4.06 Bidder will complete the Work in accordance with the Contract Documents for the following prices (discrepancies between words and figures will be resolved in favor of the words):
- A. Base Bid:
1. Base Bid 5,317,304.00 dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
  2. All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with the General Conditions.
- B. Alternates: See Section 01 23 00 - Alternatives for detailed description of each alternate.
1. Alternate 1  Add/deduct - DROP SLIDE 135,563.00 dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
  2. Alternate 2  Add/deduct - LARGE FAMILY SLIDE 191,830.00 dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

- 3. Alternate 3 ~~Add~~deduct - SMALL FAMILY SLIDE  
162,842.00 dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.
- 4. Alternate 4 - Add/deduct - SUNSHADES  
No Bid dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.
- 5. Alternate 5 ~~Add~~deduct - TODDLER SLIDE  
31,865.00 dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.
- 6. Alternate 6 ~~Add~~deduct - POOL UV SYSTEM  
49,581.00 dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.
- 7. Alternate 7 ~~Add~~deduct - POOL HEAT SYSTEM  
129,800.00 dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.
- 8. Alternate 8 - Add/deduct - BUILDING ROOF SYSTEM  
No Bid dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.
- 9. Alternate 9 - Add/deduct - ASPHALT PARKING  
No Bid dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.
- 10. Alternate 10 ~~Add~~deduct - CONCRETE PARKING  
165,366.00 dollars  
 (\$ \_\_\_\_\_), in lawful money of the United States of America.

- 4.07 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.08 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 4.09 The following documents are to be attached to and made a condition of this Bid:
  - A. Required Bid security in the form of a Bid Bond in the amount of 5% of Bidder's maximum Bid price and as described in the Instructions to Bidders.
- 4.10 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**PART 5 - BID FORM SIGNATURE(S)**

5.01 If Bidder is a Corporation:

- A. The Corporate Seal of
- B. Sande Construction & Supply Co., Inc.
- C. (Bidder - print the full name of your firm)
- D. Was hereunto affixed in the presence of:
- E.  Tonya Heier, Vice President
- F. (Authorized signing officer, Title)
- G. (Seal)
- H.  Joel Armitage, President
- I. (Authorized signing officer, Title)

5.02 If Bidder is an Individual:

- A. Name (typed or printed):
- B. \_\_\_\_\_
- C. (Bidder - print full name)

- D. By:
  - E. \_\_\_\_\_
  - F. (Individual's Signature)
  - G. Doing Business As:
  - H. \_\_\_\_\_
  - I. (Authorized signing officer, Title)
- 5.03 If Bidder is a Partnership:
- A. Partnership Name:
  - B. \_\_\_\_\_
  - C. (Bidder - print the full name of your firm)
  - D. By:
  - E. \_\_\_\_\_
  - F. (Signature of General Partner - attach evidence of authority to sign)
  - G. \_\_\_\_\_
  - H. (Printed Name of General Partner)
- 5.04 If Bidder is a Joint Venture:
- A. Joint Venturer Name:
  - B. \_\_\_\_\_
  - C. (Print the full name)
  - D. By:
  - E. \_\_\_\_\_
  - F. (Signature of Joint Venture Partner - attach evidence of authority to sign)
  - G. \_\_\_\_\_
  - H. (Printed Name of Joint Venture Partner)
- 5.05 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF SECTION**



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

July 15, 2022

Cindy Riesselman  
City Clerk  
City of Dallas Center  
1502 Walnut Street  
P.O. Box 396  
Dallas Center, Iowa 50063

DALLAS CENTER, IOWA  
OUTDOOR COMMUNITY SWIMMING POOL  
REVIEW OF BIDS  
CHANGE ORDER RECOMMENDATIONS

The City of Dallas Center received bids on July 7, 2022 for the Outdoor Community Swimming Pool. The City of Dallas Center received one bid. The bid form prepared by Waters Edge Aquatic Design included a base bid and ten alternate bid items. Although ten alternate bid items were set forth in the bidding documents, contractors were not required to submit bids on all of the alternatives.

*Construction*

The only bid received for the project was Sande|& Supply Co. Inc. of Humboldt, Iowa. The bid by Sande Construction is summarized as follows:

Base Bid:	\$5,317,304.00
Alternate 1 (Drop Slide):	Add \$135,563.00
Alternate 2 (Large Family Slide):	Add \$191,830.00
Alternate 3 (Small Family Slide):	Add \$162,842.00
Alternate 4 (Sunshades):	No Bid
Alternate 5 (Toddler Slide):	Add \$31,865.00
Alternate 6 (Pool UV System):	Add \$49,581.00
Alternate 7 (Pool Heat System)	Add \$129,800.00
Alternate 8 (Building Roof System):	No Bid
Alternate 9 (Asphalt Parking):	No Bid
Alternate 10 (Concrete Parking)	Add \$165,366.00

Cindy Riesselman

July 15, 2022

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Although Alternate 1 through Alternate 10 were presented as alternate bid items, Alternate 9 and Alternate 10 included the paving of the parking lot. The Base Bid does not include any surface material for the parking lot. The City must select one of the two alternates as part of the basic project. Sande Construction only bid Alternate 10, the concrete parking lot. The Base Bid plus Alternate 10 for the concrete parking lot totals \$5,482,670.00.

The remaining eight alternates are optional alternates. The City is not required to accept any of alternates 1 through 8. Alternates 1, 2, 3, and 5 add up to four slides. Alternate 4 is a sun shade. The base bid included one sun shade and the alternate adds a second sun shade. Alternate 6 adds a UV system to the pool. Alternate 7 adds a heating system to the pool.

The low bid submitted for the project including Alternate 10 of \$5,482,670.00 was significantly above the engineer's estimate of cost of \$4,232,964. The estimate cost was for the base bid and all of the alternatives of 1 through 8 and the lower cost of Alternate 9 and Alternate 10.

Following receipt of bids on July 7, 2022, representatives of the City began discussions with Sande Construction to determine if there are modifications to the project that could be considered to reduce the cost for construction of the project. The discussions were focused on removing from the project work items that would reduce the cost. The City did not request Sande Construction to modify or change the cost to complete specific work that would remain in the contract for which the scope of work would be unchanged.

Sande Construction identified a number of possible reductions in the scope of the project. Some of the reduction involve transferring work from the construction contract to the City of Dallas Center. This work would still need to be undertaken and it is problematic whether the transfer of responsibility would be reflected in any reduction in the overall project cost. These items involved transfer of responsibility where there was a clear City cost to accomplish the same work were not considered as potential cost-saving measures.

All of the items that were identified as cost saving measures were items where work could be deleted from the contract without effect the functionality of the swimming pool project or where the City could complete the work using its own staff resources with little or no out-of-pocket cost.

Sande Construction and Waters Edge Aquatic Design identified a number of cost-saving items. While not all of the cost savings items must be accepted by the City, there is a recognition the City must accept a significant portion of the identified cost-saving changes in order to reduce the cost of the project to within the adjusted project budget. This would include all of the major cost-saving items that were identified.

A summary of the cost saving items and a narrative discussion regarding these items is summarized as follows:

1. Eliminate the water slide foundations. - \$99,375 The City will not be accepting any of the slide alternatives. Currently the City does not have the funds to add any of the slides to the pool. Also, the larger slides would increase the staffing requirement by two staff for each of the larger slides. Although the slides themselves were alternate work items the foundations for the slides are part of the base bid. If the slides are not going to be added to the project it would appear reasonable to remove the foundation work for the slides from the contract. If the slides are added in the future the foundation of that slide can be installed at that time.
2. Eliminate the parking lot lighting and reduce pool lighting. -\$80,000 The base bid included lighting for the pool and lighting for the parking lot area. While it may be desirable to have lights in the parking lot there would be limited instances during which the pool would be open after dark during the summer months. It is proposed the City eliminate the lighting and light poles in the parking lot. Also, the



number of lights in the pool area is reduced from five to two to provide security lighting while managing the overall light level.

3. Eliminate the rock backfill.                      -\$108,640      The design of the pool included approximately 800 tons of rock backfill under the deck and pool house. The rock backfill was specified because the geotechnical report mentioned the potential for expansive clay soils. Expansive clay soils will shrink and swell based on changes in the moisture level. Expansive clays can create problems with damage to concrete slabs, such as the pool deck as the clay expands and contracts. While the geotechnical report mentioned the potential expansive or flat clays the soil is the same as has been there since the original pool was constructed in the early 1980s. There is no evidence of expansive soil damage to the existing pool facility. This would indicate the risk of any expansive soil damage to the new pool is very low. Based on review of the existing soil performance it does not appear the rock backfill would be



stripe the parking lot at a significantly lower cost than the savings that was offered by Sande Construction. This change would eliminate the paint markings from the parking lot. Paint markings could be added by the City at a later date.

- |   |           |   |
|---|-----------|---|
| 7. Change steel truss to wood trusses on entrance area. | -\$10,000 | The design of the pool included the use of steel trusses at the entrance to the bath house. The alternative to steel trusses would be to use a framed wooden truss system. Although the steel truss may provide a better aesthetic appearance, the wooden truss would be considered a standard method of construction. This change proposes to modify the building construction from steel trusses to wooden trusses at the entrance. |
| 8. Change cedar ceiling in bath house to FRP.           | -\$6,000  | The specifications for the project called for the interior ceiling of the bath house to be constructed of cedar wood. This alternative would change the ceiling from cedar wood to fiberglass panels. The fiberglass panels provide the same durability as the cedar ceiling, but may lack some   |

		of the atheistic appeal of cedar.
9. Delete shade structure	-\$15,000	The base bid included one shade structure. An additional shade structure was provided as part of one of the alternates. This modification proposes to eliminate the shade structure in the base bid. If the City wishes to add a shade structure at a future date the shade structure could be added.
10. Change filters to stacked sand.	-\$17,000	Sande Construction proposed a value engineering change that would change the design of the filters in the mechanical building to a stacked sand filter. The stacked sand filter provides the same level of performance at a lower overall cost. This change modifies the filter design to a stacked sand style.
11. Schedule 40 piping above grade.	-\$7,547	The design provided for Schedule 80 piping above grade in the pool house. This modification changes the above grade piping to Schedule 40 pvc piping.
12. 6 inches of rock under the pool deck.	-\$14,000	One of the larger changes proposed for the project is to eliminate the 800 tons of granular material under the pool deck. The cost reduction for eliminating

the 800 tons of rock included a 12-inch layer of granular material under the pool deck itself. This change reduces the thickness of the rock under the pool deck from 12 inches to 6 inches. Based on the soil conditions at the site and the condition of the existing pool deck it appears the 6 inches of granular material under the pool deck is adequate.

- |  |           |  |
|--|-----------|--|
| 13. Eliminate 6-inch fill in parking lot area. | -\$16,000 | The original specifications included 6 inches of controlled fill under the parking lot. By reclaiming some of the granular material in the parking lot area that will be used by the contractor for a laydown area during construction it appears the additional 6 inches of controlled fill is not required.                                |
| 14. Delete site furnishings.                   | -\$19,700 | The original specifications included a number of site furnishings, including picnic tables, chairs and bike racks. The picnic tables at the existing pool are in good condition and can be reused at the new pool. Some of the other minor furnishings for the pool can be provided from the other funding sources. This item eliminates the |

		site furnishings from the contract and allows the City the flexibility to determine the site furnishings.
15. Delete non-pool clearing and grubbing.	-\$12,880	The base bid included demolition of the existing pool and bath house facility. The base bid included the site clearing and grubbing, including the removal of small trees and portions of the curb and gutter and exterior sidewalk. This change removes from the construction contract some of the minor non-pool related demolition. This work will be completed by City staff.
16. Delete blinds.	-\$10,000	The design included blinds for the upper window areas of the bath house. The blinds are not used for visibility screening. Rather the blinds were provided to reduce the amount of direct sunlight into the bath house for temperature control. The blinds were not considered essential and this change removes the blinds from the project.
17. Eliminate the cost for City permits and fees.	-\$5,000	The base bid required the contractor to pay City the fees for utility type service permits. The City did not intend to charge the pool

		contractor fees. The contractor included a \$5,000 allowance for these fees as the amount of the fees was not set forth in the contract documents. This change removes the allowance included for fees to be paid to the City.
18. Change drainage piping to Schedule 40 pvc.	-\$6,587	This change modifies the requirement for the drainage piping for the pool to Schedule 40 pvc pipe. The Schedule 40 pvc pipe is considered a standard pipe for gravity drainage piping.
19. Change diving board equipment requirements.	-\$8,000	The base bid for the pool included a competition grade diving stand and diving board. The new swimming pool is not designed as a competition pool. This change incorporates a modification in the diving board stand and equipment to a type more normally associated with a municipal swimming pool.
20. Eliminate third epoxy painting coat.	-\$10,000	The base bid for the project included three coats of epoxy paint. The third coat of epoxy paint is not necessary for the pool and was provided only to extend the life of the coating by a relatively short period of one or two

		years. This change eliminates the requirement for the third coat of epoxy painting.
21. Modify parking lot construction requirement.	-\$10,000	The contractor was able to identify some minor changes in the construction requirements for the parking lot. This change incorporates those minor modifications. These changes relate to method and manner of construction and do not change the size, thickness or basic design of the parking lot.

The proposed modifications in their entirety would reduce the total contract cost by \$530,888. If the City were to adopt all of the changes the contract amount for the base bid plus Alternate 10 reduced by the change order cost would be \$4,951,782.

The individual items of reduction are all independent. The City has a choice whether to accept or not accept the individual changes. The changes that are set forth in this letter are those proposed by the contractor that City staff believes can reasonably be incorporated in the project without compromising the overall project. However, it is at the discretion of the City Council to not include some of the identified changes. It is noted that not accepting some of the proposed changes will increase the initial construction costs and those modifications need to be aligned with the overall project budget.

If the City elects to move forward with the project incorporating all or some, of the revisions outlined in this letter the City would first award the construction contract based on the base bid plus Alternate 10 and then approve the change order incorporating the modifications included in the change order. A copy of the draft Change Order No. 1 is enclosed.



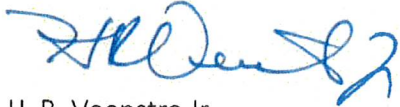
Cindy Riesselman

July 15, 2022

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If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", written in a cursive style.

H. R. Veenstra Jr.

HRVJr:paj

212191

Enclosure

Cc: Ralph Brown, Brown, Fagen & Rouse  
Shelly Schaben, City of Dallas Center

July 19, 2022

**DALLAS CENTER OUTDOOR COMMUNITY  
SWIMMING POOL CONSTRUCTION PROJECT  
FRAMEWORK FOR FUNDING THE PROJECT**

Sande Construction & Supply Co., Inc. Base Bid plus Alternate 10 (concrete parking)	\$5,482,670
Contingency Allowance	\$ 30,000
Less possible deducts – Change Order No. 1	-\$ 530,888
Survey, Geotechnical, Plan Review, etc.	\$ 17,126
Waters Edge – Total Design, etc. Fee	\$ 293,427
Veenstra & Kimm – Administrative/Inspection	\$ 121,000
<b>Project Cost</b>	<b>\$5,413,335</b>

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Funding

City cash on hand on June 30, 2022	\$1,447,058
Expenses paid through June 30, 2022	\$ 256,082
Bond Proceeds	\$2,900,000
Friends of the Pool – as of June 30, 2022	\$ 130,000
Friends of the Pool – pledged by January 31, 2023	\$ 75,000
Subtotal	<u>\$4,808,140</u>
Council Action - reallocate FY 2023 LOSST from Public Works Building to Pool	\$ 125,000
Council Action – allocate FY 2024 LOSST not going toward Pool debt service to Pool	\$ 150,000
Bond Structure – defer principal in FY 2023	\$ 125,000
Bond Structure – defer principal in FY 2024	\$ 125,000
Council Action – reallocate FY 2023 TIF for Heritage Park, Walnut Streetscape, and Walnut sidewalk to Pool	\$ 64,730
Council Action – allocate portion of FY 2024 TIF to Pool	\$ 100,000
Subtotal	<u>\$ 689,730</u>
<b>Total Possible Funding</b>	<b>\$5,497,870</b>

**RESOLUTION NO. 2022-53**

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT  
FOR THE DALLAS CENTER OUTDOOR COMMUNITY SWIMMING  
POOL CONSTRUCTION PROJECT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER,  
STATE OF IOWA:**

Section 1. That the following bid for the construction of certain public improvements described in general as the Dallas Center Outdoor Community Swimming Pool Construction Project, described in the plans and specifications heretofore adopted by this Council on July 12, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Sande Construction & Supply Co., Inc.  
1111 16<sup>th</sup> Avenue North  
Humboldt, Iowa 50548

Amount of Bid: Base Bid of \$5,317,304.00 plus Alternate 10  
of \$165,366.00, for a total bid of  
\$5,482,670.00

Portion of project: Entire Project consisting of the Project  
identified in the base bid, plus Alternate  
10 (concrete parking lot) and Change Order  
No. 1

Section 2. At this meeting the Council will approve Change Order No. 1 which will reduce the contract by \$530,888, resulting in a final amount of \$4,951,782.00, which is the amount that be reflected in the contract.

Section 3. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

**PASSED AND APPROVED** this 19<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Daniel Beyer, Mayor

ATTEST:

\_\_\_\_\_  
Shellie Schaben, City Clerk

**RESOLUTION NO. 2022-54**

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE DALLAS CENTER OUTDOOR COMMUNITY SWIMMING POOL CONSTRUCTION PROJECT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, STATE OF IOWA:**

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Dallas Center Outdoor Community Swimming Pool Construction Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Sande Construction & Supply Co., Inc.  
1111 16<sup>th</sup> Avenue North  
Humboldt, Iowa 50548

Amount of Bid: Base Bid of \$5,317,304.00 plus  
Alternate 10 of \$165,366.00, for a  
total bid of \$5,482,670.00

Amount of Contract  
After Change Order  
No. 1 \$4,951,782.00

Bond Surety:

Date of Bond:

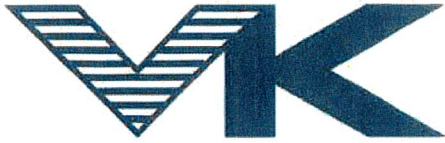
Portion of project: Entire Project consisting of the  
Project identified in the base bid,  
plus Alternate 10 (concrete parking  
lot) and Change Order No. 1

**PASSED AND APPROVED** this 19<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Daniel Beyer, Mayor

ATTEST:

\_\_\_\_\_  
Shellie Schaben, City Clerk



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

July 15, 2022

**CHANGE ORDER NO. 1**

CITY OF DALLAS CENTER  
OUTDOOR COMMUNITY SWIMMING POOL

This change order is to incorporate a number of minor modifications to the construction of the Outdoor Community Swimming Pool. The changes are to modify or eliminate from the project items of work the City has determined are not necessary for the pool or modifications in the method of construction that will reduce the cost for construction of the project without affecting the overall performance of the pool.

This change order makes the following modifications to the contract:

- |   |            |
|---|------------|
| 1. Eliminate the water slide foundations.                       | - \$99,375 |
| 2. Eliminate the parking lot lighting and reduce pool lighting. | -\$80,000  |
| 3. Eliminate the rock backfill.                                 | -\$108,640 |
| 4. Eliminate the plunge area and decking.                       | -\$33,559  |
| 5. Delete overexcavation at bath house.                         | -\$31,800  |
| 6. Delete pavement markings.                                    | -\$9,800   |
| 7. Change steel truss to wood trusses on entrance area.         | -\$10,000  |
| 8. Change cedar ceiling in bath house to FRP.                   | -\$6,000   |
| 9. Delete shade structure                                       | -\$15,000  |
| 10. Change filters to stacked sand.                             | -\$17,000  |
| 11. Schedule 40 piping above grade.                             | -\$7,547   |
| 12. 6 inches of rock under the pool deck.                       | -\$14,000  |
| 13. Eliminate 6-inch fill in parking lot area.                  | -\$16,000  |

212191

14. Delete site furnishings.	-\$19,700
15. Delete non-pool clearing and grubbing.	-\$12,880
16. Delete blinds.	-\$10,000
17. Eliminate the cost for City permits and fees.	-\$5,000
18. Change drainage piping to Schedule 40 pvc.	-\$6,587
19. Change diving board equipment requirements.	-\$8,000
20. Eliminate third epoxy painting coat.	-\$10,000
21. Modify parking lot construction requirement.	-\$10,000
TOTAL	<u>-\$530,888</u>

Change Order No. 1 reduces the contract amount by \$530,888.00.

**SANDE CONSTRUCTION & SUPPLY CO. INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF DALLAS CENTER**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 2022-62**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH WATERS EDGE AQUATIC DESIGN, PLC OF LENEXA, KANSAS**

**WHEREAS**, by the adoption of Resolution No. 2021-62 on November 9, 2021, the Council approved an Agreement for Professional Engineering Services ("the Agreement") with Waters Edge Aquatic Design, PLC of Lenexa, Kansas ("Waters Edge"), in connection with the Dallas Center Outdoor Community Swimming Pool Project; and

**WHEREAS**, the City and Waters Edge have agreed that the Agreement should be modified as shown by Amendment No. 1 attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that Amendment No. 1 to the Agreement for Professional Engineering Services with Waters Edge Aquatic Design, PLC of Lenexa, Kansas, is approved and the Mayor is authorized to sign the Amendment on behalf of the City.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 19<sup>th</sup> day of July, 2022.

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Daniel Beyer, Mayor

ATTEST:

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Shellie Schaben, City Clerk

**AMMENDMENT 01 - AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This is an amendment to the Professional Services executed on 11/16/2021 below between Waters Edge Aquatic Design, LLC (“ENGINEER”) and the City of Dallas Center (“OWNER”). Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. The amendment is effective as of the date of last signature between Waters Edge Aquatic Design LLC, and the City of Dallas Center.

Revise Appendix A: Article 4.01 Compensation, Item B.

- B. The OWNER agrees to compensate the ENGINEER for the consulting services provided under this Agreement based on the following lump sum items:

Preliminary Design/Design Development	\$49,815.00
Final Design/ CDs	\$199,260.00
Bidding or Negotiating	\$8,302.00
<u>Construction Administration</u>	<u>\$36,050.00</u>
Total Compensation	\$293,427.00

Revise Appendix B – Omit Articles 1.04 Phase IV – Construction Administration and Article 1.05 Phase V – Post Construction Services. Replace with the following.

1.04 Phase IV - Construction Administration and Post Construction Services

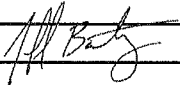
- A. The OWNER will engage Veenstra & Kimm to conduct construction administrative services, including management of the construction administration services and onsite visits/reviews. Waters Edge Aquatic Design will support their efforts with tasks identified below.:
  1. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction Documents not brought to the attention of ENGINEER in writing by the Contractor.
  2. Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 – Additional Services.
  3. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
  4. Limited Visits to Site and Observation of Construction. In connection with observations of Contractor’s work while it is in progress:
    - a. ENGINEER’S architectural subconsultant will visit the site periodically to observe the progress and quality of the work completed on the bathhouse.
    - b. ENGINEER will visit the site three (3) times toward completion of the project to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor’s work but rather are to allow



ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

- c. ENGINEER will not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
  - d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
  - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. Assist in training OWNER's staff to operate and maintain PROJECT equipment, and systems.
  6. As one of the three (3) visits to the site, conduct a punch list review to determine substantial correction and develop a list of items to be corrected prior to final acceptance and payment. Together with OWNER, visit the PROJECT to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.

This Agreement represents an amended agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Water's Edge Aquatic Design, PLC " ENGINEER "	City of Dallas Center, IA "OWNER "
By: 	By:
Print Name: Jeff Bartley	Print Name:
Print Title: Principal	Print Title:
Date: 07/16/22	Date:

**RESOLUTION NO. 2022-63**

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH VEENSTRA & KIMM, INC. FOR ENGINEERING SERVICES DURING CONSTRUCTION OF THE DALLAS CENTER OUTDOOR COMMUNITY SWIMMING POOL PROJECT**

**WHEREAS**, by the adoption of Resolution No. 2022-62 on July 19, 2022, the Council approved Amendment No. 1 to the Agreement for Professional Engineering Services ("the Amendment") with Waters Edge Aquatic Design, PLC of Lenexa, Kansas ("Waters Edge"), in connection with the Dallas Center Outdoor Community Swimming Pool Project ("the Project"); and

**WHEREAS**, with the approval of the Amendment it is appropriate for the City to enter into an Agreement with Veenstra & Kimm, Inc. to provide to the City engineering services during construction of the Project, including general administrative services and part time onsite resident observation, all as shown by the Agreement attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the Agreement for Professional Services with Veenstra & Kimm, Inc., is approved and the Mayor is authorized to sign the Agreement on behalf of the City.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 19<sup>th</sup> day of July, 2022.

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Daniel Beyer, Mayor

ATTEST:

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Shellie Schaben, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES  
OUTDOOR COMMUNITY SWIMMING POOL  
CONSTRUCTION ENGINEERING SERVICES  
CITY OF DALLAS CENTER, IOWA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF DALLAS CENTER, IOWA, hereinafter referred to as the City, and VEENSTRA & KIMM, INC., a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the Engineers,

WITNESSETH: THAT WHEREAS, the City has entered into a construction contract for the new Outdoor Community Swimming Pool, hereinafter referred to as the Project, and

WHEREAS, during construction of the Project it is necessary for the City to provide general administrative services related to the construction contract, and

WHEREAS, the City has determined it would be appropriate to provide part time onsite resident observation during construction of the Project, and

WHEREAS, the City desires to retain the Engineers to provide engineering services during construction of the project, including general administrative services and part time onsite resident observation.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to act for and represented in engineering matters during construction of 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 consist of the construction of the Outdoor Community Swimming Pool.
2. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference. Said conference will include representatives of the Owner, the Engineers, the contractor and other parties potentially affected by the Project. The preconstruction conference shall be held prior to the start of the construction of the Project.
3. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general administrative services during construction, including, but not limited to, the following:
  - a. Consult with and advise the City during construction of the Project.
  - b. Consult and coordinate with the construction contractor during construction of the Project.
  - c. Coordinate and review the work of independent testing laboratories.

- d. Evaluate and determine the acceptability of substitute or "equal" equipment requests by the Contractor.
  - e. Review shop drawings and submittals for data from manufacturers and suppliers.
  - f. Respond to Requests for Information (RFI) submitted during construction of the Project.
  - g. Assist in the interpretation of the plans and specifications.
  - h. Generally review the work of the Contractor to determine if it is consistent with the plans and specifications or is considered defective. If the Engineers identify potentially defective work, the Engineers shall advise the contractor and the City of defective work. If the City concurs work is defective, the Engineers shall advise the contractor accordingly.
  - i. Prepare and process necessary change orders or modifications to the construction contract.
  - j. Issue field orders authorizing minor variations from the requirements of the contract documents. Said field orders may be issued for work that will subsequently be included in the contract by change order.
  - k. Prepare and process payment estimates to the contractor on a monthly basis.
  - l. Make final reviews after construction is completed to determine that the construction generally complies with the plans and specifications and certify that the reviews were made and to the best of the knowledge and belief of the Engineers the work on the contract has been substantially completed.
  - m. Prepare and process final acceptance documents for the Project, including the Engineers certificate of completion.
4. **RESIDENT REVIEW.** Provide resident review services understood to include the detailed observation and review of work of the contractor and materials to ensure general compliance with the plans and specifications.

The Engineers shall provide resident review services by assigning a resident technician to the Project for such periods as reasonably required to ensure proper review of the construction work. Onsite resident review shall take place on a part-time basis during the construction as the Project as provided. Resident review shall be on an average of 10 hours per week for the approximate 10 month duration of the construction contract, or approximately 425 hours of resident observation services.

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

- a. The fee for general services during construction shall be based on the Engineers standard hourly fees for the time the Engineers personnel are actually engaged in the performance of the work, plus direct costs incurred by the Engineers for the work associated with the Project. The total fee for general services during shall not exceed the sum of Sixty-six Thousand and 00/100 Dollars (\$66,000).
- b. The fee for resident review services shall be on the basis on the Engineers standard hourly fees for the time the Engineers personnel are actually engaged in the performance of the work, plus direct costs incurred by the Engineers for work associated with the Project. The total fee for resident review services shall not exceed the sum of Fifty-five Thousand Dollars (\$55,000) based on 10 hours per week of resident observation during the 10 month construction period.
- c. If the City requests additional resident observation services, such services will be provided a subsequent Amendment to this Agreement.

6. **PAYMENT.** The fees shall be due and payable monthly during the course of performance of work under this Agreement.

7. **LEGAL SERVICES.** The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project.

8. **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**,***	3,000,000/3,000,000

\*Occurrence/Aggregate

\*\* The Owner is not to be named as an additional insured

\*\*\*Claims made basis

9. **SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
- a. Modifications or changes to the plans and specifications prepared by others. If it is necessary to modify the plans and specifications the Engineers may request additional compensation for such changes based on the standard hourly fees plus expenses of personnel engaged in the performance of work associated with making the required changes.
  - b. Services associated with any arbitration or litigation between the City and any construction contractor.
10. **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.
11. **TIME OF COMPLETION.** Design and preparation of the plans and specifications for the Project: June 30, 2023.
12. **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.
13. **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.
14. **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 that 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 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 DALLAS CENTER, IOWA

ATTEST:

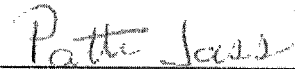
By \_\_\_\_\_  
Mayor

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

VEENSTRA & KIMM, INC.

ATTEST:

By  \_\_\_\_\_  
Chair, Board of Directors

By  \_\_\_\_\_

VEENSTRA & KIMM, INC.  
 HOURLY RATES BY EMPLOYEE CLASSIFICATION  
 2022 - 2023

Management I .....	\$199.00
Management II .....	193.00
Process Engineer I .....	215.00
Client Services I .....	193.00
Client Services II .....	125.00
Client Services III .....	100.00
Client Services IV .....	85.00
Client Services V .....	75.00
IT I .....	165.00
IT II .....	110.00
IT III .....	75.00
Funding Specialist I .....	118.00
Funding Specialist II .....	99.00
Engineer I-A .....	199.00
Engineer I-B .....	189.00
Engineer I-C .....	179.00
Engineer I-D .....	171.00
Engineer II-A .....	163.00
Engineer II-B .....	153.00
Engineer III-A .....	144.00
Engineer III-B .....	137.00
Engineer III-C .....	134.00
Engineer IV .....	129.00
Engineer V .....	121.00
Engineer VI .....	113.00
Engineer VII .....	108.00
Engineer VIII .....	105.00
Engineer IX .....	97.00
Engineer X .....	90.00
Engineer XI .....	82.00
Engineer XII .....	73.00
Design Technician I .....	115.00
Design Technician II .....	103.00
Design Technician III .....	90.00
Architect I .....	165.00
Architect II .....	145.00
Architect III .....	122.00
Planner I .....	126.00
Planner II .....	83.00
Planner III .....	77.00
Drafter IA .....	114.00
Drafter IB .....	107.00
Drafter II .....	100.00
Drafter III .....	95.00
Drafter IV .....	85.00
Drafter V .....	75.00



Drafter VI.....	68.00
Drafter VII.....	61.00
Clerical I.....	85.00
Clerical II.....	76.00
Clerical III.....	65.00
Clerical IV.....	57.00
Clerical V.....	49.00
Construction Engineer I.....	199.00
Construction Engineer II.....	121.00
Construction Engineer III.....	108.00
Construction Engineer IV.....	92.00
Surveyor I.....	138.00
Surveyor II.....	120.00
Technician I.....	101.00
Technician II.....	92.00
Technician III.....	84.00
Technician IV.....	81.00
Technician V.....	76.00
Technician VI.....	70.00
Technician VII.....	58.00
Technician VIII.....	51.00
Technician IX.....	43.00
Building Inspector I.....	190.00
Building Inspector I-A.....	129.00
Building Inspector II.....	101.00
Building Inspector III.....	80.00
Accounting I.....	165.00
Accounting II.....	125.00
Accounting III.....	110.00
Accounting IV.....	85.00
Accounting V.....	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics.....	35.00
GPS.....	35.00
Leica Total Station.....	25.00
Total Station Robotics.....	20.00
Tablet.....	45.00
Fluoroscope.....	50.00
4-Wheeler.....	50.00
Drone.....	75.00
Mileage.....	IRS Rate