



## WEST DES MOINES WATER WORK BOARD OF TRUSTEES MEETING COMMUNICATION

**DATE:** December 7, 2017

**ITEM:**

4. Recommendation from Committee
  - a. Regionalization
    1. Resolution – Approving Professional Service Agreement with Veenstra & Kimm, Inc. for Joint Waukee/West Des Moines Water Works Water Supply and Treatment Study

**FINANCIAL IMPACT:**

Maximum total fee of \$27,100. WDMWW would be responsible for \$13,550 (50%) of the total cost.

**SUMMARY:**

Approval of this PSA is the next step in determining the technical and financial feasibility of a joint water supply and treatment facility to serve Waukee and West Des Moines Water Works. The Board of Trustees would receive a final report in March, 2018.

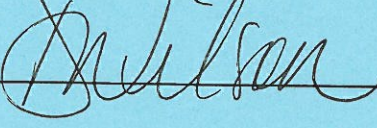
**BACKGROUND:**

Veenstra & Kimm, Inc. completed a Source Water Availability Study in May, 2017 for the City of Waukee and West Des Moines Water Works. Based on information from the initial report, Veenstra & Kimm, Inc. selected a priority location to conduct a 72-hour test pump and modeling effort. The results indicated a productive alluvial formation is available at the selected site. The Joint Waukee/West Des Moines Water Works Water Supply and Treatment Study would determine the future capital, operating and other costs of developing a water supply and treatment project. The study would identify other cost-effective source water supplies, including deep wells and sand/gravel mining pits, which may be available.

**RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:**

To concur with the recommendation of the Regionalization Committee and adopt the Resolution entitled, "Approving Professional Service Agreement with Veenstra & Kimm, Inc. for Joint Waukee/West Des Moines Water Works Water Supply and Treatment Study.

Prepared by: 

Approved for Content by: 



**A RESOLUTION APPROVING PROFESSIONAL SERVICE AGREEMENT WITH  
VEENSTRA & KIMM, INC., FOR JOINT WAUKEE/WEST DES MOINES WATER  
WORKS WATER SUPPLY AND TREATMENT STUDY**

**WHEREAS**, management of the West Des Moines Water Works (WDMWW) is vested in the Board of Trustees, and

**WHEREAS**, the WDMWW Future Demands and Alternatives Evaluation report (2015) determined the need to develop additional water supply and treatment, and

**WHEREAS**, on August 23, 2016, the WDMWW Board of Trustees approved a Professional Service Agreement with Veenstra & Kimm, Inc. to perform the Joint Waukee/WDMWW Source Water Availability Study, and

**WHEREAS**, the Joint Waukee/WDMWW Source Water Availability Study identified the potential for alluvial source water supply west of I-35, and

**WHEREAS**, the City of Waukee and WDMWW have determined the next appropriate step is to determine the capital, operating and other costs to develop a source water supply and treatment project to serve future growth of both communities, and

**WHEREAS**, it is desired to retain the services of Veenstra & Kimm, Inc. to assist in the undertaking of the additional study, and

**WHEREAS**, the Waukee City Council approved the Professional Service Agreement with Veenstra & Kimm, Inc. at their December 4, 2017 meeting, pending approval by the WDMWW Board of Trustees.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES  
OF THE WEST DES MOINES WATER WORKS, AS FOLLOWS:**

That the Professional Service Agreement with Veenstra & Kimm, Inc. for the Joint Waukee/WDMWW Water Supply and Treatment Study be approved.

**PASSED AND APPROVED** this 7th day of December, 2017

**BOARD OF TRUSTEES, WEST DES MOINES WATER WORKS**

\_\_\_\_\_  
Karen Novak Swalwell  
Chair

Attest:

\_\_\_\_\_  
Diana Wilson  
Secretary

**PROFESSIONAL SERVICE AGREEMENT  
JOINT WAUKEE/WDMWW  
WATER SUPPLY AND TREATMENT STUDY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Board of Trustees of the **WEST DES MOINES WATER WORKS**, hereinafter referred to as the "**Water Works**" and the **CITY OF WAUKEE, IOWA**, hereinafter referred to as "**Waukee**", 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 West Des Moines Water Works Future Demands and Alternatives Evaluation report completed in 2015 anticipates the need for the West Des Moines Water Works to develop an additional source of treated water, and

**WHEREAS**, the City of Waukee has an interest in developing a supplemental source of water treatment to accommodate its future growth, and

**WHEREAS**, the West Des Moines Water Works and the City of Waukee undertook the Joint Waukee/WDMWW Source Water Availability Study in 2017, and

**WHEREAS**, the source water availability study identified the potential for allowed source water for a water treatment plant to be located west of Interstate 35, and

**WHEREAS**, the West Des Moines Water Works and the City of Waukee have determined it appropriate to undertake a study to determine the future capital, operating and other costs of developing a west water supply and treatment project to serve future growth of the communities with said study being referred to as **Joint Waukee/WDMWW Water Supply and Treatment Study**, or the **Project**, and

**WHEREAS**, the West Des Moines Water Works and the City of Waukee desire to retain the services of the Engineers to assist the West Des Moines Water Works and the City of Waukee in the undertaking of the Study.

**NOW, THEREFORE**, it is agreed by and between the parties hereto the West Des Moines Water Works and the City of Waukee retain the Engineers to provide engineering services on the Project subject to the following terms and conditions, to wit:

1. **SCOPE OF SERVICES.** It is understood and agreed the scope of services for the Study shall include but not necessarily be limited to the following:
  - a. Based on the results of the Joint Waukee/WDMWW Source Water Availability Study determine the potential capacity and cost to develop an alluvial well field in the areas identified in that study.

- o. Develop and present the final report including the findings and recommendations.
- 2. **COMPENSATION.** The fees for services under this Agreement shall be on the basis of the standard hourly fees of the Engineers' personnel engaged in the performance of the service plus direct out of pocket expenses.

The maximum fee for services under this Agreement shall not exceed Twenty-seven Thousand One Hundred Dollars (\$27,100).
- 3. **NOTICE TO PROCEED.** Approval of this Agreement by the Water Works and Waukee shall constitute Notice to Proceed.
- 4. **TIME OF COMPLETION.** The completion date for development and presentation of the final report is targeted as March 10, 2018. The Water Works and Waukee agree this date may need to be adjusted based on factors beyond the control of the Engineers.
- 5. **LEGAL SERVICES.** Each party shall provide their own attorney at their own expense in regard to this Agreement. In the event additional legal services are required to prepare additional documents or procedures, including any required by Iowa Code Chapter 26, such attorney will be designated by the Water Works, but the costs and fees of said attorney will be a joint expense under Paragraph 10. hereof.
- 6. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
  - a. Design or construction of any recommended improvements.
  - b. Services related to any litigation or legal challenge arising out of the Feasibility Study.
- 7. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Water Works and Waukee 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.

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

**WEST DES MOINES WATER WORKS**

**ATTEST:**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
General Manager

**CITY OF WAUKEE, IOWA**

**ATTEST:**

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

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

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By \_\_\_\_\_  
President

By \_\_\_\_\_