



City of LeClaire, Iowa
City Council -Committee of the Whole Meeting Agenda
Monday, April 4, 2022 – 6:00 p.m.
(immediately following the City Council Meeting)
Council Chambers
325 Wisconsin St
LeClaire, IA
[Electronic Attendance Link](#)

I. Call to Order with Roll Call

II. Discussion Items:

- A. Veterans Memorial Complex Retaining Wall Engineering Services Agreement
Leo Foley, City Engineer, Veenstra & Kimm, Inc.

III. Adjournment

Title VI Notice to the Public

It is the policy of the City of LeClaire to assure full compliance with Title VI of the Civil Rights Act of 1964. Related statutes and regulations provide that no person shall on the basis of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the City. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact the City Administrator for the City of LeClaire at (563)-289-4242.



VEENSTRA & KIMM INC.

1800 5th Avenue
Rock Island, Illinois 61201

309.786.7590 // 877.241.8010
www.v-k.net

March 16, 2022

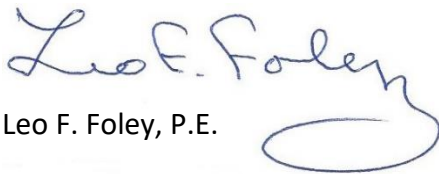
City of LeClaire
Attn: Dennis Bockenstedt, City Administrator
325 Wisconsin Street
LeClaire, IA 52753

LECLAIRE, IOWA
VETERANS MEMORIAL COMPLEX RETAINING WALL
ENGINEERING SERVICES AGREEMENT

Attached is an electronic copy of the Engineering Services Agreement regarding the Veterans Memorial Complex Retaining Wall project. The Agreement includes a detailed Scope of Work and Work Breakdown of project tasks. Veenstra & Kimm, Inc. estimates the construction cost will be approximately \$325,000 – \$500,000 depending upon the design.

Once this has been signed, please return an electronic copy to the undersigned (lfoley@v-k.net). If you have any questions regarding this project, please contact Jason McKenzie or the undersigned at 309-786-7590.

VEENSTRA & KIMM, INC.



Leo F. Foley, P.E.

LFF:mjf
Enclosures
Cc: Tracy Northcutt – City of LeClaire
Jason McKenzie – Veenstra & Kimm, Inc.

ENGINEERING SERVICES AGREEMENT

LECLAIRE, IOWA VETERANS MEMORIAL COMPLEX RETAINING WALL PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the **CITY OF LECLAIRE, 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 now contemplating construction of a certain **Veterans Memorial Complex Retaining Wall** (see Attachment 1), hereinafter referred to as the "Project", and

WHEREAS, the City desires to retain the Engineers to provide complete engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain and employ the Engineers to act for and represent it in engineering matters in the Project. Such contract of employment shall be subject to the following terms, conditions, and stipulations, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed that the Project will be funded with local funding. This scope of work includes all work being completed by Veenstra & Kimm, Inc. The following shall be included in this agreement:
 - A. The City desires to construct a new retaining wall to replace the old wood retaining wall. The retaining wall to be constructed is approximately 225 feet long along the right field line just outside of the dugout and fence. The retaining wall shall be concrete redi-rock big block gravity wall or equivalent. The project will include earthwork, retaining wall, grading, drainage subdrains, tree removal, and seeding.
 - B. Design of the retaining wall will include an evaluation between two different concepts to determine which is the most structurally sound and cost effective option. The concepts include a single wall layout or two stair-stepped walls.
 - C. Phase I – Confirmation of Preferred Layout/Preliminary Plans
 - (i) Review two concepts (one retaining wall or two stair-stepped walls) with City staff
 - (ii) Topographic/Utility/Boundary Survey
 - (iii) Preliminary Plans (25%) with Cost Estimate submittal

- D. Phase II – Final Design/Special Provisions/Easement/Bidding
 - (i) 50% Design, Special Provisions, Cost Estimate
 - (ii) Final Design, Specifications, Cost Estimate
 - (iii) Permanent Easement Acquisition and Plats, Landowner Coordination
 - (iv) Bidding
 - (v) Quality Control/Quality Assurance

 - E. Phase III – Construction Engineering Services
 - (i) Construction Administration
 - (ii) On-site Resident Review
-
2. **DESIGN SURVEYS.** The Engineers shall complete topographic and boundary surveys for the design of Project. Existing survey pins will be used to establish baseline conditions. Survey for ROW needs will be included in the ROW costs for acquisition in a separate contract if required. At this time, it is believed that temporary construction easements are all that will be required.

 3. **DESIGN CONFERENCES.** The Engineers shall attend at least two such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project.

 4. **REGULATORY REQUIREMENTS.** The design plans and specifications shall comply with the requirements of all applicable regulatory agencies including, but not limited to, the City of LeClaire, Iowa Department of Transportation, Iowa Department of Natural Resources and the Statewide Urban Design And Specifications (SUDAS) standards.

 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 plans and specifications set forth all the details required for the construction of the improvements. The specifications will indicate the quality standards for the materials to be used and will, in general, set forth the requirements of the City and the governmental agencies as to the standards for workmanship. Two (2) sets of final plans and specifications shall be submitted to the Owner along with an electronic copy.

 6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for 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 Project, to allow Project to be constructed within available budget limitations.

7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications hard copy and electronically to the City for contract letting.
8. **COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during Project bidding. The costs of plans shall be separate from the fee provisions under "13. COMPENSATION".
9. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall provide services to assist in the bid letting process, shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
10. **PRECONSTRUCTION CONFERENCE.** The Engineers shall attend a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, Contractor, and utility companies affected by Project. At this conference, a detailed construction schedule will be determined. Additionally, a landowner's meeting with the contractor will also be included to ensure coordination of construction activities with the selected contractor.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including the following:
 - A. Consult with and advise Owner.
 - B. Coordinate construction material testing (concrete and asphalt) and compaction testing work.
 - C. Assist in interpretation of plans and specifications.
 - D. Review drawings and data of manufacturers.
 - E. Process and certify pay estimates of the Contractor to Owner.
 - F. Prepare and process necessary change orders or modifications to the construction contract.
 - G. Make routine and special trips to the Project site as required.

H. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications, 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.

- 12. RESIDENT REVIEW SERVICES.** Resident review services are understood to include the detailed observation and review of the work of the Contractor and materials for substantial compliance with the plans and specifications.

The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods as may be reasonably required to observe and review the construction work. The personnel assigned and the period of such assignment shall be subject to the agreement of the parties hereto. It is estimated the construction contract will require 1,890 hours of on-site review. This was determined by assuming 40 hours per week for 9 months and 20 hours per week for 3 months.

- 13. COMPENSATION.** The Owner shall compensate the Engineers for their services. Attachment 2 shows the work breakdown structure and associated costs which includes all SmithGroup fees. All engineering services fees are summarized below:

- A. Phase I – Preferred Plan Confirmation and Preliminary Plans. Services shall be hourly with a Not-to-Exceed fee of Fourteen Thousand One Hundred Thirty-Nine and 50/100 Dollars (\$14,139.50).
- B. Phase II – Final Design Services – Includes Pre-Final Plans, Final Plans, Permanent Easement Plat, negotiation, and bidding services. Services shall be hourly with a Not-to-Exceed fee of Twenty-Three Thousand Six Hundred Fifty Nine Dollars (\$23,659.00).
- C. Phase III – Construction Administration and On-site Resident Review (inspection). Services shall include all contract administration and 200 hours of on-site inspection. Services shall be hourly with a Not-to-Exceed fee of Twenty Five Thousand Five Hundred One and 25/100 Dollars (\$25,501.25).
- D. The total fee for all engineering services for the Project shall be a Not-to-Exceed fee of Sixty-Three Thousand Two Hundred Ninety-Nine and 75/100 Dollars (\$63,299.75).

- E. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in "8. COSTS OF PLANS AND SPECIFICATIONS" above as provided in Senate File 2389. The reimbursement of the cost for plans and distribution of plans as required under Senate File 2389 is not included in the fees for services set forth under this Agreement.

14. PAYMENT. The fees shall be due and payable as follows:

- A. For design, preparation of plans and specifications, and general services during construction and final review, the fee shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.

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

16. 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. Soil testing and contaminated soil investigations are not included in this Agreement. If required, Veenstra & Kimm, Inc. will develop a plan and acquire quotes to present to the City.
- C. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the City regarding Project.
- D. Construction soil testing and compaction testing will be coordinated by V&K, Inc. However, the contract will be part of the construction contract.

17. **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 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. These rates will be revised and effective July 1, 2022 and will be provided at that time.

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 by the City.

18. **TIME OF COMPLETION.** The City desires to begin initiation of the Project in April 2022. The plans and specifications are to be completed by the end of August 2022. Construction is planned to start in the fall of 2022 and be complete by December 2022. Engineers shall proceed with their work according to this schedule. The Engineers shall not be responsible for delays in approval or other actions by governmental agencies which may delay the completion date.

19. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

20. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**, ***	\$2,000,000/2,000,000

*Occurrence/Aggregate

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

***Claims made basis

- 21. **TERMINATION.** Should the City abandon Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- 22. **ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
- 23. **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 that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

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

CITY OF LECLAIRE, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____
Administrative Assistant

**CITY OF LECLAIRE
VETERANS MEMORIAL COMPLEX RETAINING WALL
WORK BREAKDOWN COST ESTIMATE**

Task/Responsible Party	# Hours	Hourly Rate	Cost
PHASE I - Confirmation of Preferred Layout			
A. Review Two Concept Plans, and Costs			
Project Manager Engineer I-C	12	\$ 167.00	\$ 2,004.00
Structural Engineer I-C	16	\$ 167.00	\$ 2,672.00
Engineer X	16	\$ 83.00	\$ 1,328.00
B. Topographic/Utility/Boundary Survey			
Professional Land Surveyor I	4	\$ 127.00	\$ 508.00
Party Chief - Tech IV	16	\$ 77.00	\$ 1,232.00
Engineer X	2	\$ 83.00	\$ 166.00
GPS	16	\$ 30.00	\$ 480.00
Mileage	100	\$ 0.58	\$ 57.50
C. Preliminary Plans (25%)			
Project Manager Engineer I-C	12	\$ 167.00	\$ 2,004.00
Project Engineer VI	16	\$ 106.00	\$ 1,696.00
Engineer X	24	\$ 83.00	\$ 1,992.00
Phase I Subtotal Preliminary Engineering Services Cost Estimate			\$ 14,139.50
PHASE II - Final Design/Special Provisions/Easement/Bidding			
A. 50% Design, Special Provisions, Cost Estimate			
Project Manager Engineer I-C	12	\$ 167.00	\$ 2,004.00
Project Engineer VI	16	\$ 106.00	\$ 1,696.00
Structural Engineer I-C	12	\$ 167.00	\$ 2,004.00
Engineer X	16	\$ 83.00	\$ 1,328.00
Clerical IV	8	\$ 53.00	\$ 424.00

B. Final Design, Specifications, Cost Estimate

Project Manager Engineer I-C	8	\$	167.00	\$	1,336.00
Project Engineer VI	16	\$	106.00	\$	1,696.00
Structural Engineer I-C	8	\$	167.00	\$	1,336.00
Engineer X	16	\$	83.00	\$	1,328.00
Clerical IV	8	\$	53.00	\$	424.00

C. Permanent Easement Acquisition and Plats, Landowner Coordination

Project Manager Engineer I-C	16	\$	167.00	\$	2,672.00
Professional Land Surveyor I	8	\$	123.00	\$	984.00
Engineer X	8	\$	83.00	\$	664.00
Clerical IV	3	\$	53.00	\$	159.00

D. Bidding

Project Manager Engineer I-C	16	\$	167.00	\$	2,672.00
Project Engineer VII	8	\$	101.00	\$	808.00
Clerical IV	8	\$	53.00	\$	424.00

E. Quality Control/Quality Assurance

25% Design	1	\$	400.00	\$	400.00
50% Design	1	\$	400.00	\$	400.00
95% Design	1	\$	400.00	\$	400.00

F. Mileage/Travel/Misc.

\$ 500.00

Phase II Subtotal Engineering Services Cost Estimate \$ **23,659.00**

Phase I & II (Design/ROW Services) Subtotal \$ **37,798.50**

PHASE III - Construction Engineering Services

A. Construction Administration

Pre-construction/Bi-monthly Progress Meetings/ Civil Shop Drawing Review/Pay Requests/Change Orders/ QTY Documentation	LS	\$	8,900.00
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B. On-site Resident Review

NTE Hourly Inspection - Assume 12 month construction period - 9 months at 40 hrs/wk and 3 months at 20 hrs/wk	200.00	\$	80.85	\$	16,170.00
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C. Mileage and Expenses

30 miles roundtrip x .575/mile x 25 days			\$	431.25
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Phase III Construction Engineering Subtotal			\$	25,501.25
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Phases I-III Engineering Services Cost Estimate (NTE) (Total Engineering Services Cost)			\$	63,299.75
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