

MEMORANDUM
April 30, 2018

TO: Gregg Mandsager, City Administrator
FROM: Richard Klimes, Director of Parks and Recreation 
RE: Professional Services Agreement – Houser Street Parking Expansion and Athletic Field Grading Project

INTRODUCTION:

Please accept this memo and the attached proposals as a request for approval of a Professional Services Agreement with iiw, P.C. for the design and engineering of the Houser Street Parking Expansion and Athletic Field Grading Project.

BACKGROUND:

This project consists of the construction of a parking facility with up to 228 parking spots, enhancing the safety features of the street crossings and grading 4 field areas on the 17.62 acre tract located along Houser Street across from Kent Stein Park and the soccer complex. The general project site layout is attached.

The project will be funded by a grant from the Roy J. Carver Charitable Trust (\$140,00.00) and the City of Muscatine (\$360,000.00) as approved in the last budget cycle. The land is being donated by the Kent Corporation. The current Leadership Muscatine group has secured donation for the site grading and are in the process of soliciting for donations for additional site amenities.

RECOMMENDATION/RATIONALE:

The City's Purchasing Policy was used to solicit for qualified responsive and responsible firms to submit proposals as requested.

Both proposals received are attached with the results listed below:

- | | |
|------------------------|-------------|
| 1. Martin and Whitacre | \$14,500.00 |
| 2. iiw, P.C. | \$14,350.00 |

At this time, the City staff would recommend that the City Council approve a Professional Services Agreement with iiw, P.C. for the design and engineering of the Houser Street Parking Expansion and Athletic Field Grading Project in the amount of \$14,350.00.

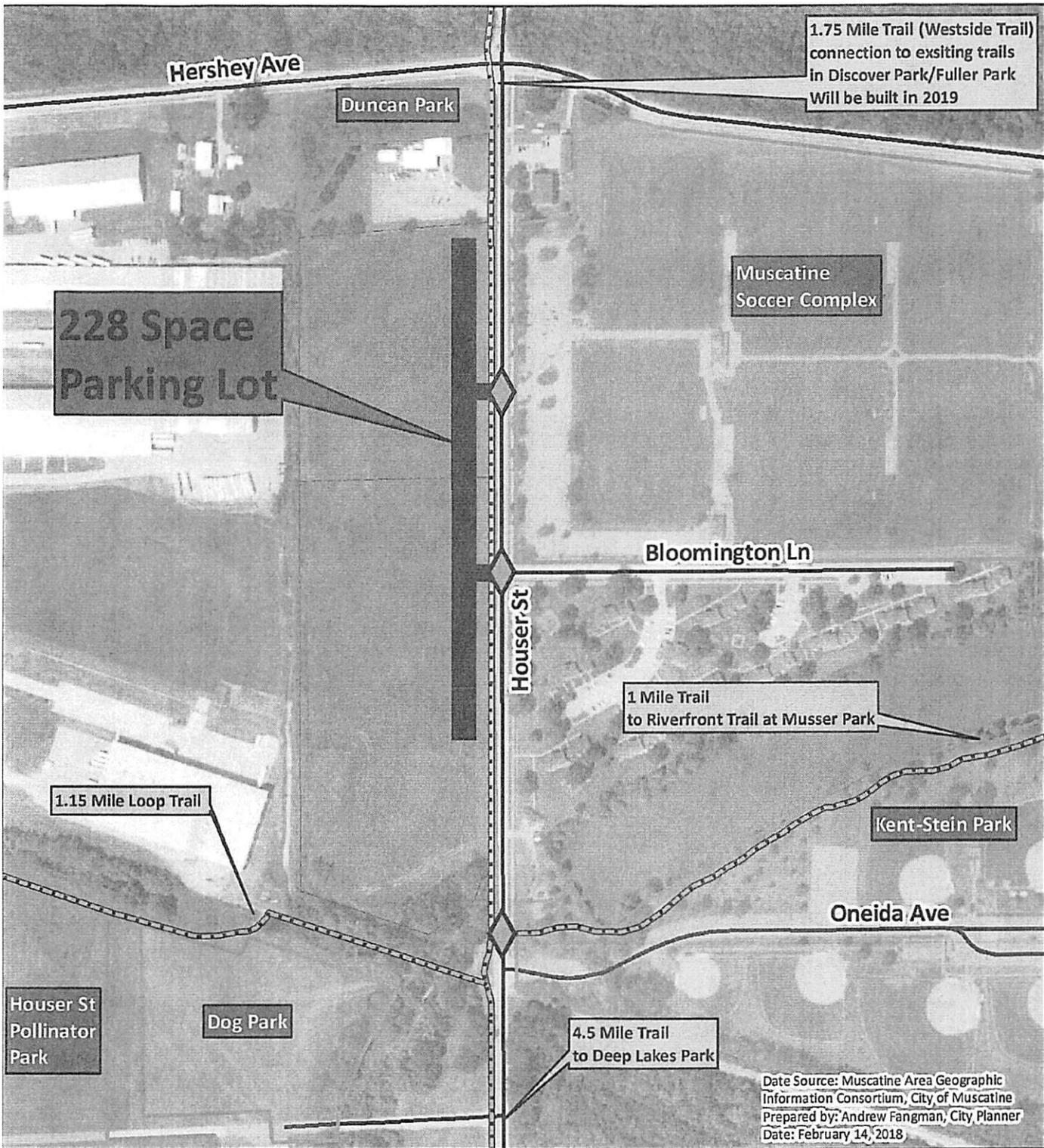
The engineering firm of iiw, P.C. was selected not only on having the lowest quote but also on their demonstrated understanding of the project as was evident by their proposal and on a positive reference check on a project in Muscatine.

BACKUP INFORMATION:

1. Site Concept Plan
2. iiw, P.C. Proposal
3. Martin and Whitacre Proposal

Thank you for your time and attention to this matter. Please contact me if you have any questions, comments or concerns.

C. Nick Gow, Superintendent of Parks



1.75 Mile Trail (Westside Trail) connection to existing trails in Discover Park/Fuller Park Will be built in 2019

228 Space Parking Lot

Muscatine Soccer Complex

Bloomington Ln

1 Mile Trail to Riverfront Trail at Musser Park

1.15 Mile Loop Trail

Kent-Stein Park

Oneida Ave

Houser St Pollinator Park

Dog Park

4.5 Mile Trail to Deep Lakes Park

Date Source: Muscatine Area Geographic Information Consortium, City of Muscatine
 Prepared by: Andrew Fangman, City Planner
 Date: February 14, 2018

MUSCATINE Houser Street Parking Expansion and Safety Enhancement Project



March 27, 2018

Rich Klimes
Park & Recreation Director
City of Muscatine
215 Sycamore St.
Muscatine, IA 52761

**Re: Proposal for Professional Services
Houser Street Parking Expansion & Athletic Field Grading
IIW Project No.: 18055**

Dear Mr. Klimes:

IIW, P.C. appreciates the opportunity to submit this Proposal for professional services for the above-referenced Project. IIW has substantial site design experience and has prepared parking lot or site plans for over 100 projects throughout Eastern Iowa, Northwest Illinois, and Southwest Wisconsin. We are confident that our experience will be beneficial to your project.

This Proposal has been divided into the following sections to describe the services proposed:

PROJECT DESCRIPTION

This project consists of the construction of a parking facility and 4 graded fields on a 17.62 acre tract located along Houser Street directly across the street from the Muscatine Soccer Complex in the City of Muscatine.

The proposed Parking Expansion will include approximately 228 spaces, two access drives to Houser Street, and amenities to extend select utilities to the west side of the parking lot. General layout is shown on the Houser Street Parking Expansion Exhibit prepared by Muscatine City Planner Andrew Fangman dated February 14, 2018. Stall width and islands will be according to City of Muscatine parking lot code.

Four fields will be configured and crowned or sloped approximately 1%. Topsoil removal and replacement will be performed but no special sand/soil mixture, tiling or irrigation is planned. Storm sewer system to be configured with limited extent utilizing surface flow where feasible. No building structures, landscaping or sod is planned. Sidewalks will be limited to pedestrian crossing locations only. A future water connection can be obtained west of the proposed parking lot near the north side of the property and fed south to supply drinking water, irrigation or a future restroom facility. Conduit for electric service will be placed under the parking lot. Transformer, conductors or electric service is not part of this project.

SCOPE OF SERVICES

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa. For the purposes of this proposal, we are assuming all phases of the project will be completed at this time. Our services would incorporate the following elements, based upon your design criteria:

IIW, P.C.

www.iwengr.com

ARCHITECTURE
CIVIL ENGINEERING
CONSTRUCTION SERVICES
ENVIRONMENTAL ENGINEERING
LAND SURVEYING
MUNICIPAL ENGINEERING
STRUCTURAL ENGINEERING
TRANSPORTATION ENGINEERING

Dennis F. Waugh, PE/SE*
Charles A. Cate, PE **
Gary D. Sejkora, PE **
Michael A. Jansen, PE/SE
Timothy J. Tranel, PE*
John F. Wandsnider, PE
Julie P. Neebel, PE
James P. Kaune, PE
Thomas J. Oster, PLS **
Wray A. Childers, PLS **
Geoffry T. Blandin, PE
Mark C. Jobgen, PE **
Lauren N. Ray, PE/SE
Cody T. Austin, PE*
Marc D. Ruden, PE
Mark R. Fassbinder, AIA*
Michael A. Ruden, NCARB/AIA*
Craig J. Elskamp, AIA
Eric J. Helminiak, PE/SE*
Jeffrey J. Brandt, PLS
Craig L. Geiser, PLS
David A. Leapaldt, AIA, CID*
Nathan W. Miller, PE
Damian D. Baumhover, NCARB/AIA
Nicholas A. Schneider, PE
Christian J. Hendrie, AIA
Eldon M. Schneider, PE
Whitney A. Loughheed, AIA*
Patrick R. Ready, PE
Nicholas M. Rettenberger, AIA
Christopher A. Becklin, PE
Courtney E. Wand, PE
Jonathan H. Lutz, PE
John M. Tranmer, PLS
Andrew C. Busch, AIA
Marie P. Amundson, PE
Bryson E. Winsky, PE
Jeri M. Vondera, PE

* LEED AP
** Retired

A. Topographic Survey

1. Complete a limited topographic survey of the project site. This would include the location of existing utilities, fences, power poles and the adjacent roadway at driveway locations.
2. Ground surface will be surveyed along the street and field area, along the west fence but exclude areas in the trees or drainageways on the south side of the property.
3. Property corners will be surveyed where readily found.
4. Planimetrics and aerials to be provided by City.

B. Conceptual Site Layout

1. Prepare a conceptual site layout, in plan view, of the site locating the parking, fields, utilities and drives.
2. Submit conceptual layout to Client for evaluation and approval.

C. Prepare Site Plan

1. Prepare Site Plans per the requirements of the City of Muscatine. This includes locations (horizontal and vertical) and dimensions of the proposed parking, athletic fields and paving areas and a storm sewer collection system. Conduits will be shown under the parking area for use in future electric installation. The site plan will reference City of Muscatine and Iowa DOT/SUDAS standards and specifications. Storm water detention will be provided by the Muscatine Slough.
2. Submit the site plan to the Park & Rec Department for review and comment. Revise the plan if necessary.
3. Prepare a bid form for City Use.

OWNER'S RESPONSIBILITIES

The Owner shall do the following in a timely manner so as not to delay the services of Engineer:

1. Designate a person to act as Owner's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to Engineer's services for the project.
2. Provide all criteria and full information as to the Owner's requirements for the project, including design objectives and constraints, performance requirements, and any budgetary limitations, and furnish copies of all design and construction standards which the Owner will require to be included.
3. Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
4. Furnish to Engineer, as required for performance of Engineer's Scope of Services (except to the extent provided otherwise under Scope of Services), all of which Engineer may use and rely upon in performing services under this agreement, the following:
 - a. Data prepared by or services of others including without limitation borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment, as may be available;
 - b. Appropriate professional interpretations of all of the foregoing;
 - c. Environmental assessment and impact statements as may be available;
 - d. Property, boundary, easement, right-of-way, topographic, and utility surveys;
 - e. Property descriptions;
 - f. Zoning, deed, and other land use restrictions;
 - g. Other special data or consultations not covered in the scope of services;
5. Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the engineer to perform his services under this agreement.
6. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

7. Furnish approvals and permits as may be required from the Owner.
8. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.
9. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any Contractor.
10. Furnish or direct Engineer to provide Extra Services as stipulated in the Exclusions from Professional Services, Items 1 through 11 of this proposal or other services as required.

EXCLUSIONS FROM PROFESSIONAL SERVICES

The following services are not included in this Proposal. IIW can provide proposals for these services if requested:

1. Landscape, other than seeding and sodding, and irrigation system design.
2. Sanitary sewer design and plans.
3. Electric, telephone, fiber, communication utility other than conduits for future installation.
4. Preparation of any plats such as: easement plats, vacation of easements, or plats of survey.
5. Permit application preparation of any kind including Notice of Intent for NPDES Coverage or other City required forms. The Client shall be responsible for the payment of all permit, publishing, and application fees.
6. Construction Staking. This may be provided either under a separate proposal or by the contractor.
7. Construction Administration. This would include preparation of bidding documents with the exception of the bid form, solicitation of bids from contractors, preparation and administration of contracts, preparation of partial or final pay requests, and certification of substantial completion of the project.
8. Construction Inspection and Material Testing. This would include, but not be limited to, moisture and density control for grading, observation of utility installation, concrete testing for pavements, curb and gutters, and buildings.
9. Design of any retaining walls.
10. Preparation of a construction cost estimate.

COMPENSATION

IIW proposes to complete the services described in Items A, B and C of the above Scope of Services for a Lump Sum Fee of \$14,350.00 (fourteen thousand three hundred fifty dollars and zero cents).

PROJECT SCHEDULE

It is anticipated that the Concept Plan can be submitted to the Parks Department for review within 15 working days of the receipt of a signed Proposal. Site plans with a bid form can be submitted 15 working days following approval of the Concept Plan footprint.

GENERAL TERMS AND CONDITIONS

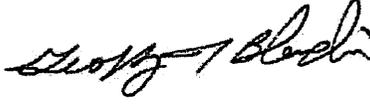
The attached General Terms and Conditions are a part of this Proposal. This proposal is valid for 30 days from the date it was issued. If the services and fees defined in this proposal are acceptable, please return one signed copy to our office. If you have any questions, or require further assistance, please feel free to contact me at j.lutz@iiwengr.com or our office at (563) 556-2464.

We sincerely thank you for allowing us the opportunity to submit this Proposal and we look forward to completing the project. In addition, we would be very interested in providing other services that may be required on the project.

Respectfully,
IIW, P.C.



Jonathan H. Lutz, P.E.
Senior Civil Engineer



Geoffrey T. Blandin, P.E.
Branch Office Manager & Municipal Engineer

I hereby accept this Proposal and General Terms and Conditions and authorize this work.

FOR: CITY OF MUSCATINE, IOWA

Authorized Signature

Date

Typed or Printed Name

THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL APPLY TO THE ATTACHED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN IIW, P.C., HEREIN REFERRED TO AS THE CONSULTANT, AND THE CLIENT IDENTIFIED IN THE ATTACHED AGREEMENT.

General Terms and Conditions

The Client shall provide all criteria and full information with regard to his or her requirements for the Project, and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.

Services beyond those outlined in the proposal may be required or be required as a result of unforeseen circumstances. The Consultant under terms mutually agreed upon by the Client and the Consultant may provide these services.

For the scope of services agreed upon, the Client agrees to pay the Consultant the compensation as stated. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowed by law on the then outstanding balance of Past Due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Consultant shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the Consultant's services under this Agreement, and from claims under the Worker's Compensation Acts. The Consultant shall, if requested in writing, issue a certificate confirming such insurance to the Client.

The Client and the Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of the Consultant's fee or other amount agreed upon. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

The Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this agreement.

All documents including calculations, computer files, drawings, and specifications prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one time use in construction of this project. They are and shall remain the property of the Consultant. Any re-use without written approval or adaptation by the Consultant shall be at the Client's sole risk and the Client agrees to indemnify and hold the Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of documents by the Client and by others acting through the Client.

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format or text, data, graphic, or of other types that are furnished by the Consultant to the Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, the Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this project.

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of

the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

If this Agreement provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, its agents, employees, or sub-consultants, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

When included in the Consultant's scope of services, opinions of probable construction cost are prepared on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions of probable construction cost.

The Client and the Consultant each binds himself or herself, partners, successors, executors, administrators, assigns, and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and sub-contractors, as he or she may deem appropriate to assist in the performance of services hereunder.

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste, or radioactive materials. The Client acknowledges that the Consultant is performing professional services for the Client and the Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

The Client may terminate this Agreement with seven days (7) prior written notice to the Consultant for convenience or cause. The Consultant may terminate this Agreement for cause with seven (7) days prior written notice to the Client. The Client is obligated to pay for all services rendered up to the date the Consultant receives the written notice of intent to terminate. Failure of the Client to make payments when due shall be cause for suspension of services or ultimately termination, unless and until the Consultant has been paid in all full amounts due for services, expenses, and other related charges.

This Agreement supersedes all terms and conditions contained on a purchase order typically procuring products. It is understood by both parties upon execution of this agreement that if a purchase order is issued, it is for accounting purposes only. Purchase order terms and conditions are void and are not a part of our agreement.



**Martin & Whitacre
Surveyors & Engineers, Inc.**

Gary Whitacre, President
Matt Krause, Vice President
Seth Whitacre, Sec/Treasure

4/25/2018

City of Muscatine
Parks and Recreation
Attn: Rich Klimes, Director

**RE: Soccer Complex Parking Lot Expansion
City of Muscatine, Park and Recreation**

Mr. Klimes,

Martin & Whitacre appreciates the opportunity to help you develop the site plans for the expansion of the parking lot at the soccer complex. It is our understanding that the plan is to construct a parking lot and add an additional four playing fields across the street from the existing soccer complex.

Based on conversations with you, the plan is to use the City's 1-foot contours to develop construction documents. Included in the construction documents will be estimated finish grades for the four playing surfaces, identify a water service stub out location, coordinate with MPW to identify a plan for electrical service. The master concept shall include locations for future restrooms, future shelters, and investigate the possibility of a trail around the perimeter of the property.

The engineering fee for the design for the parking lot and athletic field grading plan is \$14,500. The design cost includes providing the City with construction documents, getting an approved site plan from the City, costs associated with acquiring an NPDES permit, and answering contractors' questions during the bidding process. This proposal excludes any required surveying information for construction. We appreciate the opportunity to provide a proposal for this project. Please contact us with any questions or comments.

RESPECTFULLY SUBMITTED,
MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC.


Ricky Teed, P.E.
rteed@martin-whitacre.com

Proposal Acceptance:

Signed: _____

Name: _____

Date: _____