



# City of East Moline Committee of the Whole

City Council Chambers  
915 16<sup>th</sup> Avenue  
East Moline, IL 61244

**DATE:** MONDAY, March 7<sup>th</sup>, 2016

**TIME:** Immediately Following the Regular Council Meeting

1	Community Garden	Jon Danley
2	Equipment Replacement - Backhoe	Lambrecht
3	Engineering Contract - Wiman Park Water Tower Coating	Drake
4	Mississippi River Storm Pumps & Gatewell Rehab - Plan Approval	Kammler



COMMITTEE OF THE WHOLE

Title Community Garden

Date: March 7, 2016

Agenda Item #1 Presented By: Jon Danley, Main Street President

Description:

The Main Street Business Association would like to propose a community garden be established at the corner of 15th Avenue and 10th Street, which is a vacant city owned lot. The garden beds offered would be 36' long by 10" wide and would be rented out for \$10 to \$25. They would also offer 8 - 3' x 10" wide elevated handicap accessible beds and 8 more for children. Plans would also include flower beds in the middle and along the perimeter.

The request is for a 5 year, no fee property lease. Additionally, would also request the city's help in hauling materials needed for the project, grant access to water from a nearby fire hydrant at no cost to water the gardens, and request the city to issue any permits as needed for the project.

The business association will purchase materials as needed, coordinate the work and gardening activities, and maintain the premises including year end clean-ups.

**FINANCIAL**

Is this a budgeted item? Yes  No

Line Item # \_\_\_\_\_ Title: \_\_\_\_\_

Amount Budgeted: \_\_\_\_\_

Actual Cost: \_\_\_\_\_

Under/(Over): \_\_\_\_\_

Funding Sources: \_\_\_\_\_

\_\_\_\_\_

Departments: \_\_\_\_\_

\_\_\_\_\_

Is this item in the CIP? Yes  No  CIP Project Number: \_\_\_\_\_



# COMMITTEE OF THE WHOLE

Any previous Council actions:

Action

Date

_____	_____
_____	_____

Recommendation:

Required Action:

ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ NO ACTION REQUIRED \_\_\_\_\_

Regular Meeting Date for Action March 21, 2016

Additional Comments:

MOTION BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_

TO \_\_\_\_\_

### CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							



COMMITTEE OF THE WHOLE

Title Equipment Replacement Backhoe

Date: 03/07/2016

Agenda Item #2 Presented By: Dave Lambrecht, Dir. of M.S.

Description:  
The Maintenance Services Department received a bid for a new 2016 310SL John Deere Backhoe from Martin Equipment Company and the ( NJPA) National Joint Powers Alliance, which the City of East Moline is a member of. This backhoe will replace a 2002 SG John Deere Backhoe with 5792.2 hrs on the machine. It is at the end of its useful life cycle. The backhoe is used to dig for water main break repairs, sewer repairs, load trucks with material etc. The unit price is \$167,728.00 less 44% NJPA discount of \$73,800.32, less trade in of \$18,000.00, leaving the Total Purchase Price at \$80,138.96.

**FINANCIAL**

Is this a budgeted item? Yes X No    

Line Item # \_\_\_\_\_ Title: Backhoe Replacement

Amount Budgeted: \$95,000.00

Actual Cost: \$80,138.96

Under/(Over): - \$14861.04

Funding Sources:  
Departmental Projects WD

Departments:  
Water Distribution

Is this item in the CIP? Yes Y No     CIP Project Number: WTRD-16-01



# COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
_____	_____
_____	_____

Recommendation:

It is my recommendation to purchase the backhoe from Martin Eq. and the NJPA for \$80,138.96

Required Action:

ORDINANCE  RESOLUTION  NO ACTION REQUIRED

Regular Meeting Date for Action March 21, 2016

Additional Comments:

MOTION BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_  
TO \_\_\_\_\_

### CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							



COMMITTEE OF THE WHOLE

Title Engineering Contract - Wiman Park Water Tower Coating

Date: 7 March 2016

Agenda Item #3 Presented By: Drake

Description:

In order to obtain competitive bids to re-paint the Wiman Park Water Tower it is planned to prepare plans and specifications and receive bids this fall (2016) for a scheduled construction in Spring 2017. This will enable painting contractors to schedule our project earlier in the year and complete it on a timely schedule. This should also help us receive a better price for the project.

I have requested an engineering services agreement from Veenstra & Kimm, Inc for preparation of plans specifications and bidding documents; and for inspection and engineering services during construction of this project. Costs are as follows:

Preparation of plans, specifications and bid documents	\$9,500.00	- 2016
Engineering Services During Construction	\$5,000.00	- 2017 - As Needed
Inspection Services During Construction	\$12,000.00	- 2017 - As Needed
Total Contract \$26,500.00		

There is \$7,000 in the 2016 Capital Budget for this project; the additional \$2,500 will be paid out of Water Plant Departmental Projects. The additional \$17,000 will only be incurred if a contract for the repainting is awarded and will be occurred in the next budget year, in which it is budgeted.

Actual bid prices for this project will be brought back to the Council for consideration at a later date.

**FINANCIAL**

Is this a budgeted item? Yes  No

Line Item # 200.4522.743.0 Title: Water Filtration Plant - Capital Projects

Amount Budgeted: 7,000.00

Actual Cost: \$9,500.00

Under/(Over): (\$2,500.00)

Funding Sources:

Water Filtration Plant - Capital

Water Filtration Plant - Departmental Projects

Departments:

Water Filtration Plant

Is this item in the CIP? Yes  No  CIP Project Number: WTRT-16-01



# COMMITTEE OF THE WHOLE

Any previous Council actions:

Action

Date

\_\_\_\_\_  
\_\_\_\_\_

Recommendation:

Approve the engineering contract from Veenstra & Kimm, Inc for the Wiman Park Water Tower Coating project.

Required Action:

ORDINANCE \_\_\_\_\_

RESOLUTION X \_\_\_\_\_

NO ACTION REQUIRED \_\_\_\_\_

Regular Meeting Date for Action

21 March 2016

Additional Comments:

MOTION BY \_\_\_\_\_

SECONDED BY \_\_\_\_\_

TO \_\_\_\_\_

### CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							



**VEENSTRA & KIMM, INC.**

1530 46<sup>th</sup> Avenue - Suite 2B • Moline, Illinois 61265-7085  
309-797-0171 • 309-797-0996 (fax) • 877-797-0171 (WATS)

February 24, 2016

City of East Moline  
Attn: Leath "Chip" Drake  
Director of Wastewater &  
Water Facilities  
915 Sixteenth Avenue  
East Moline, IL 61244

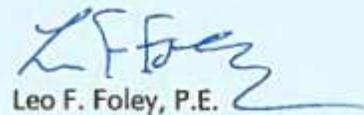
EAST MOLINE, ILLINOIS  
WIMAN PARK WATER TOWER COATING  
ENGINEERING SERVICE AGREEMENT

Enclosed are two copies of the Engineering Services Agreement for the Wiman Park Water Tower Coating project. The project will include a full interior and exterior coating system with containment.

If the Engineering Services Agreement meets with your approval, please arrange for execution of each document and return one copy to this office.

Should you have any questions concerning the proposed Engineering Service Agreement, please contact us at 877-797-0171.

VEENSTRA & KIMM, INC

  
Leo F. Foley, P.E.

LFF:gfd  
Enclosure

## ENGINEERING SERVICES AGREEMENT

### EAST MOLINE, ILLINOIS WIMAN PARK WATER TOWER COATING PROFESSIONAL ENGINEERING SERVICES

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF EAST MOLINE, ILLINOIS**, 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 certain **Wiman Park Water Tower Coating** improvements, 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 shall include the following improvements:
  - a. Review the latest Veenstra & Kimm, Inc. inspection photographs of the 750,000 gallon elevated water tower dated October 2005.
  - b. Provide a cursory inspection to gather photographs of deficiencies to define the repair techniques required.
  - c. Provide construction plans and specifications for sandblasting interior and exterior.
  - d. Provide construction plans and specifications for a complete interior and exterior repair and coating system. Include surface preparation, prime coat, intermediate coat and final coat.
  - e. Provide coordination of logo/city name on water tower.
  - f. Provide a plan for complete enclosure for sandblasting and coating.

2. **DESIGN SURVEYS.** The Engineers will not require topographic surveys.
3. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City Council, as necessary.
4. **REGULATORY REQUIREMENTS.** The design, and plans and specifications shall comply with the requirements of all applicable regulatory agencies including, but not limited to, the Illinois Environmental Protection Agency.
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.
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 the 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 the Project to allow the 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 to bidders for contract letting. The Engineers will charge a non-refundable plan deposit to defray a portion of the cost of printing and distribution of the plans and specifications to construction contractors, subcontractors, suppliers and other interested parties.
8. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall provide services to assist in the bid letting process, and 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.
9. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct 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 the Project. At this conference a detailed construction schedule will be determined.

10. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
  - a. Consult with and advise Owner.
  - b. Coordinate work of testing laboratories.
  - c. Assist in interpretation of plans and specifications.
  - d. Review drawings and data of manufacturers.
  - e. Process and certify payment 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 and 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.
11. **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.

12. **FINAL REVIEW.** The Engineers shall make a final review after construction is complete to determine that construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the City that construction is substantially in compliance with the plans and specifications.

- 13. RECORDS AND REPORTS.** After completion of construction, the Engineers shall provide the City with two (2) complete sets of plans showing final construction. Information on details determined in the field during construction will be incorporated on the final plans in accordance with information furnished by the resident engineer and/or inspector, the City and the contractor. As built drawings are based on the best available information and are not verified for accuracy.
- 14. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:

  - a. The fee for tank inspection and design services, design conferences and preparation of the plans and specifications for the Project shall be the lump sum fee of Ninety Five Hundred Dollars (\$9,500).
  - b. The total fee for general services during construction and final review of the Project shall be the lump sum fee of Five Thousand Dollars (\$5,000).
  - c. The total fee for resident review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. Based on the providing of not more than 160 hours of resident review during the original construction contract, the total fee for resident review services shall not exceed the sum of Twelve Thousand Dollars (\$12,000).
  - d. The total fee for all engineering services for the Project shall not exceed the sum of Twenty Six Thousand Five Hundred Dollars (\$26,500).
- 15. PAYMENT.** The fees shall be due and payable as follows:

  - a. For design, preparation of plans and specifications, right of way 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.
  - b. For resident review, the fee shall be due and payable monthly.
- 16. LEGAL SERVICES.** The Owner shall provide the services of the City Attorney in legal matters pertaining to the 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.
- 17. 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. Construction staking is not included in this Agreement.
  - c. Material testing other than that done as a part of resident review on the site of the Project.
  - d. Service related to or regarding arbitration or litigation of a construction contract between a construction contractor and the City regarding the Project.
  - e. Resident review services beyond the 160 hours of on-site review are not included in this Agreement. Additional resident review shall be considered Extra Work.
- 18. 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 by the City.

- 19. TIME OF COMPLETION.** The City desires to initiate the design beginning in the spring of 2016 with plans and specifications complete by August 1, 2016. Construction would begin July 1, 2017. 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.
- 20. 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 Illinois.

21. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Illinois, 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	\$ 500,000
Automobile Liability	500,000
Excess Liability (Umbrella)*	1,000,000
Workers' Compensation, Statutory Benefits Coverage B*	100,000
Professional Liability	1,000,000

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

22. **TERMINATION.** Should the City abandon the 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.
23. **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.
24. **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 EAST MOLINE, ILLINOIS**

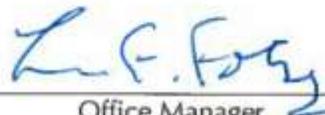
**ATTEST:**

By \_\_\_\_\_

By \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By   
Office Manager

By 



COMMITTEE OF THE WHOLE

Title Mississippi River Storm Pumps & Gatewell Rehab - Plan Approval

Date: March 7, 2016

Agenda Item #4 Presented By: Kammler - Director of Engineering

Description:

Missman, Inc. has completed the design, permitting, and construction plans for the rehabilitation and replacement of components of the badly deteriorated pump houses along the former Case/New-Holland property on the Mississippi River Levee. The pump equipment was bid and awarded by Council to in previous action to Flow-Technics, Inc. at a price of \$346,641.00.

Plans and specifications have been completed for the remaining construction work and are available for review at the East Moline Engineering Department. Staff is requesting COW approval of the plans, spec's and bid letting. Missman's final estimate for this construction is \$651,000. A tentative bid date of April 12, 2016 has been set, pending approval from COW. As with design engineering, it is recommended that local drainage funds be used to pay for construction engineering expenses.

**FINANCIAL**

Is this a budgeted item? Yes  No

Line Item # 320-4500-743.5 Title: Drainage - Pumphouse Rehab

Amount Budgeted: \$1,050,000

Actual Cost: \$1,069,000 (Estimated)

Under/(Over): (\$19,000) - hopefully bids come in lower

Funding Sources:

Drainage

Departments:

Drainage

Is this item in the CIP? Yes  No  CIP Project Number: 15-14



# COMMITTEE OF THE WHOLE

Any previous Council actions:

Action	Date
Retained Missman to perform Design & Permitting	May 5, 2014
Approved construction inspection, layout and documentation	February 16, 2016

Recommendation:

Approve the Construction Plans and Specifications for the "Mississippi River Storm Pumps & Gatewell Rehab" project to proceed to bid letting. Pending COW approval, the bid letting will be conducted, bid results compiled, and a construction contract brought to Council for consideration of award on April 18.

Required Action:

ORDINANCE \_\_\_\_\_ RESOLUTION X NO ACTION REQUIRED \_\_\_\_\_

Regular Meeting Date for Action March 21, 2016

Additional Comments:

Estimated cost is slightly over budget. Primary reason for this is the much higher-than-anticipated cost of the slice-gate stems and motorized actuators.

Plans and spec's are large due to the size and scope of the project. These documents are available for review any time; they will be on-hand at the COW meeting.

MOTION BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_  
TO \_\_\_\_\_

### CITY COUNCIL VOTES

VOTES	HELEN HELLAND	GARY ALMELADE	NANCY MULCAHEY	ED DEJAYNES	HUMBERTO AGUILAR	ROBERT CHEFFER	GARY WESTBROOK
YES							
NO							
SENT							
ABSTAIN							