



Memo

To: Honorable Mayor & City Council,
From: Public Works Director Victor Kane

CC: City Administrator Dylan Mulfinger
Public Works Assistant Director Herb Doudney

Reference: Road & Parking Lot Task Order

Date: 03/22/23

Greetings,

We received two engineering task order proposals for the road overlays and new Event Center Parking lot projects. The overlay includes 1st Ave NE, 12th Ave SE, along with South Frederick.

Items included in this packet are the photos with the engineer's details for the roads and parking lot areas within the proposal.

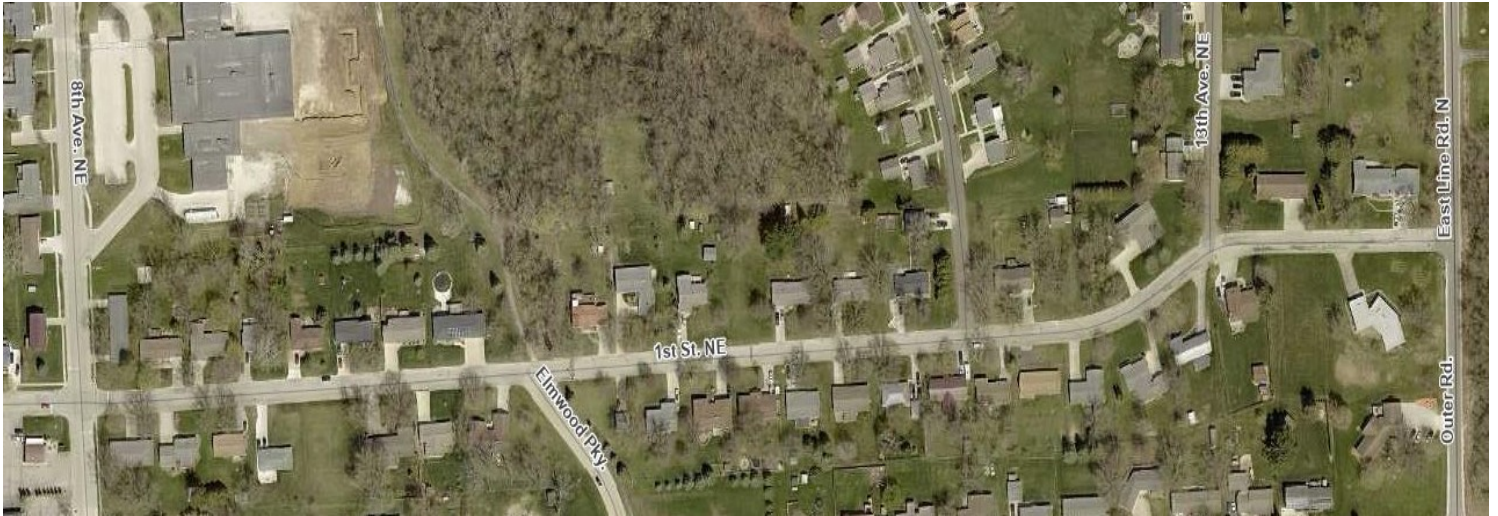
We recommend the council approve the hiring of Jon Biederman with Fehr Graham for \$58,000 to proceed with these projects.

Thank you for your time.

Victor Kane

From the Desk of
Oelwein Public Works Director Victor Kane

1st St NE from 8th Ave NE to East Line Rd.



First Street NE will be surfaced from Eighth Avenue NE to East Line Road N. This is a length of approximately 2,450 feet. The current street is asphalt surfaced with PCC curb and gutter. The existing asphalt surfacing is believed to be 4-6 inches thick.

Signs of base failure are not evident. Curb and gutter is generally in good condition with the exception of some service line crossings which have settled. There are a couple of locations where a short section of curb and gutter could be added (none present currently).

The design strategy for First Street NE will be repair of existing curb and gutter sections that have settled along with short curb and gutter additions where needed, milling approximately 2 inches of the asphalt surface, asphalt leveling course where necessary to build up the crown, and new 2-inch thick asphalt mat.

Manholes and valve boxes within the project area will be adjusted to finished grade and PCC boxout added. Storm sewer intake work is not proposed. Sidewalk ramps at the easterly side of Eighth Avenue NE and First Street NE will be upgraded.



12th Ave SE from E. Charles to nearly 2nd St SE

Twelfth Avenue SE will be surfaced from East Charles Street to approximately 150 feet south of the Second Street SE intersection (to point of newer surfacing). This is a length of approximately 1,320 feet.

The current street is asphalt surfaced with PCC curb and gutter. The existing asphalt surfacing is believed to be 4-6 inches thick. Signs of base failure are not evident. There are significant asphalt patches from water distribution construction. Curb and gutter is generally in good condition with the exception of some service line crossings which have settled.

The design strategy for Twelfth Avenue SE will be repair of existing curb and gutter sections that have settled, milling approximately 2 inches of the asphalt surface, asphalt leveling course where necessary to build up the crown, and new 2-inch thick asphalt mat.

Manholes and valve boxes within the project area will be adjusted to finished grade and PCC boxout added.

Storm sewer intake work is not proposed. No sidewalk ramps exist along this section of the street.



S. Frederick Ave - mid-block between 2nd And 3rd St SE

South Frederick Avenue will be surfaced from mid-block between Second and Third Street SE (start of PCC) to Fifthth Street SE (start of PCC). This is a length of approximately 1,310 feet. The current street is asphalt surfaced with PCC curb and gutter.

The existing asphalt surfacing is believed to be 5-7 inches thick. There are areas with PCC below a thin layer of asphalt, mainly around the former rail crossing and in patch areas.

The curb is in fair condition with asphalt filling in a portion of the curb height. Some curb and gutter repair will be necessary at settled and damaged areas. Signs of base failure are not evident.

The design strategy for South Frederick Avenue will be repair of existing curb and gutter sections as necessary, milling approximately 2 inches of the surface, asphalt leveling course where necessary to build up crown, and new 2-inch thick asphalt mat.

Sidewalk ramps will be updated at the Third Street SE intersection. Manholes and valve boxes within the project area will be adjusted to finished grade and PCC boxout added. Storm sewer intake work is not proposed.

Event Center Parking lots



The two proposed parking areas for the proposed event center located at 137 South Frederick Avenue. The proposed parking areas are located just north of the event center (131 South Frederick Avenue) and just east of the event center (19 Second Street SE).

Based on a parking concept by Fehr Graham, there will be 27 parking spaces including 8 handicap accessible spaces, will be created for the north side parking area, and 39 parking spaces including 2 handicap accessible spaces, will be created for the east side parking area.

The north side area is currently crushed stone, asphalt, and PCC surfaced with the PCC being an old building floor. The site does not have positive drainage and has a low point near the air conditioning condenser. The proposed design concept is to remove existing surfacing materials, add a storm sewer intake and pipe and drain to an existing intake along South Frederick Avenue. The area would be graded to drain to the proposed intake. New surfacing would be asphalt with crushed stone base.

A Portland Cement Concrete (PCC) sidewalk from a new north-side building entrance to a new sidewalk parallel to the south side of the parking area will be constructed. A grass or landscaped strip will be created just north of the event center. Mechanical equipment for the building may be in this area as well as part of the building renovation project.

The east side area is the site of a former building and asphalt parking area. The building and a portion of the parking area have been removed. The remainder of the asphalt surfacing will be removed at the beginning of the project.

The design concept includes grading for positive drainage, new crushed stone base, new asphalt surfacing, replacement of the south side street sidewalk and entrance drives (two), and replacement of the westerly panels of the east side street sidewalk and the pedestrian ramp at the northwest quadrant of the intersection. The perimeter sidewalk and drive areas are in poor condition.

March 10, 2023

Mr. Dylan Mulfinger
City Administrator
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

**RE: Proposal for Design Engineering Services for Road Improvements 2023
First Street NE, Twelfth Avenue SE, and South Fredrick Avenue, City of Oelwein**

Dear Mr. Mulfinger,

Fehr Graham is pleased to present the following proposal for professional services as they relate to design of the proposed street resurfacing project on First Street NE, Twelfth Avenue SE, and South Fredrick Avenue.

First Street NE will be surfaced from Eighth Avenue NE to East Line Road N. This is a length of approximately 2,450 feet. The current street is asphalt surfaced with PCC curb and gutter. The existing asphalt surfacing is believed to be 4-6 inches thick. Signs of base failure are not evident. Curb and gutter is generally in good condition with the exception of some service line crossings which have settled. There are a couple of locations where a short section of curb and gutter could be added (none present currently). The design strategy for First Street NE will be repair of existing curb and gutter sections that have settled along with short curb and gutter additions where needed, milling approximately 2 inches of the asphalt surface, asphalt leveling course where necessary to build up the crown, and new 2-inch thick asphalt mat. Manholes and valve boxes within the project area will be adjusted to finished grade and PCC boxout added. Storm sewer intake work is not proposed. Sidewalk ramps at the easterly side of Eighth Avenue NE and First Street NE will be upgraded.

Twelfth Avenue SE will be surfaced from East Charles Street to approximately 150 feet south of the Second Street SE intersection (to point of newer surfacing). This is a length of approximately 1,320 feet. The current street is asphalt surfaced with PCC curb and gutter. The existing asphalt surfacing is believed to be 4-6 inches thick. Signs of base failure are not evident. There are significant asphalt patches from water distribution construction. Curb and gutter is generally in good condition with the exception of some service line crossings which have settled. The design strategy for Twelfth Avenue SE will be repair of existing curb and gutter sections that have settled, milling approximately 2 inches of the asphalt surface, asphalt leveling course where necessary to build up the crown, and new 2-inch thick asphalt mat. Manholes and valve boxes within the project area will be adjusted to finished grade and PCC boxout added. Storm sewer intake work is not proposed. No sidewalk ramps exist along this section of the street.

South Frederick Avenue will be surfaced from mid-block between Second and Third Street SE (start of PCC) to Fifthth Street SE (start of PCC). This is a length of approximately 1,310 feet. The current street is asphalt surfaced with PCC curb and gutter. The existing asphalt surfacing is believed to be 5-7 inches thick. There are areas with PCC below a thin layer of asphalt, mainly around the former rail crossing and in patch areas. The curb is in fair condition with asphalt filling in a portion of the curb height. Some curb and gutter repair will be necessary at settled and damaged areas. Signs of

base failure are not evident. The design strategy for South Frederick Avenue will be repair of existing curb and gutter sections as necessary, milling approximately 2 inches of the surface, asphalt leveling course where necessary to build up crown, and new 2-inch thick asphalt mat. Sidewalk ramps will be updated at the Third Street SE intersection. Manholes and valve boxes within the project area will be adjusted to finished grade and PCC boxout added. Storm sewer intake work is not proposed.

Construction of this project is scheduled for the 2023 construction season with an anticipated letting date of May 2023.

We have prepared the following scope of services:

SCOPE OF SERVICES

Topographic and Boundary Survey

- » Identify curb and gutter replacement areas with City staff.
- » Provide topographic survey of project areas for use as basis for design.
- » Locate existing property corner monuments near sidewalk ramp replacement areas based on limited research to meet Iowa Code Chapter 355.6A requirements for monument preservation.
- » Provide design of new surfacing, including curb and gutter replacement sections, asphalt overlay and typical surfacing cross section.
- » Provide pedestrian walkway design to comply with the most current SUDAS and ADA standards.
- » Prepare IDOT construction permit application for work within Iowa Highway 3 right of way (Twelfth Avenue SE).
- » Provide a check set of plans for review and comments.
- » Attend up to three meetings with staff, public works committee, or council to coordinate project, review the check set of plans, and answer any questions related to the project in general.
- » Prepare and assemble final plans, specifications, estimated quantities, and a final opinion of probable cost.
- » Provide addenda, if needed.
- » Coordinate bid letting, including plan distribution to Contractors. All plan distribution expenses shall be invoiced at actual cost.
- » Attend one council meeting to discuss the bid tabulation, answer any questions and recommend award of bid.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Services related to Special Assessments.
- » Cores of existing pavement
- » Economic, Environmental, and Archeological/Historical Studies.
- » Geotechnical exploration.
- » Subsurface utility exploration.
- » Utility design (water supply, sanitary sewer collection, storm sewer collection) other than fixture adjustment within the project area.
- » Permit applications and fees unless specifically identified.
- » Construction survey, observation, and testing.

Any of the above services can be performed at an additional cost to the project upon request.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amount:

Design Services	\$35,000
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All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

SCHEDULE

Design services are scheduled to be completed to allow for a May 2023 bid letting.

AUTHORIZATION

Fehr Graham is willing to commit the necessary resources to this project in order to provide timely solutions which will assure that this project moves forward. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope. Please let me know if there are any questions.

Sincerely,



Jon S. Biederman, PE, LSI
Senior Project Manager

JSB:cls

Enclosure

N:\Proposals\2023\Jon Biederman\Oelwein - 2023 Street Improvements\Proposal Streets.docx

Client Mr. Dylan Mulfinger
 City of Oelwein
 20 2nd Avenue SW
 Oelwein, Iowa 50662

 319.283.5440

Description of Services:

Design Engineering Services for Road Improvements 2023, Oelwein, Iowa

Fehr Graham will provide professional services as they relate to the 2023 Street Improvements as described in the proposal dated March 10, 2023.

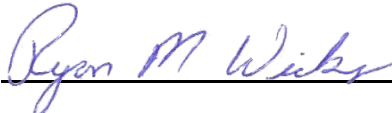
COST:

The fixed fee for performing the above services is \$35,000.
*Application, permit, and recording fees will be reimbursed as direct expenses and are not included in the above fees.
 Payment for the services rendered will be requested via a monthly invoice.
 **Reimbursables are not to exceed more than 15% markup.*

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:		CONSULTANT:	
Signature	_____	By	 _____
Name	Brett DeVore _____	Name	Ryan M. Wicks, PE _____
Title	Mayor _____	Title	Principal _____
Date Accepted	_____	Date Proposed	March 10, 2023 _____

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Iowa. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Iowa District Court in and for Delaware County, Iowa.

March 10, 2023

Mr. Dylan Mulfinger
City Administrator
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

**RE: Proposal for Design Engineering Services
Event Center Parking Areas, City of Oelwein**

Dear Mr. Mulfinger,

Fehr Graham is pleased to present the following proposal for professional services as they relate to the design of two proposed parking areas for the proposed event center located at 137 South Frederick Avenue. The proposed parking areas are located just north of the event center (131 South Frederick Avenue) and just east of the event center (19 Second Street SE).

Based on a parking concept previously prepared by Fehr Graham, 27 parking spaces including 8 handicap accessible spaces, can be created for the north side parking area, and 39 parking spaces including 2 handicap accessible spaces, can be created for the east side parking area.

The north side area is currently crushed stone, asphalt, and PCC surfaced with the PCC being an old building floor. The site does not have positive drainage and has a low point near the air conditioning condenser. The proposed design concept is to remove existing surfacing materials, add a storm sewer intake and pipe and drain to an existing intake along South Frederick Avenue. The area would be graded to drain to the proposed intake. New surfacing would be asphalt with crushed stone base. A Portland Cement Concrete (PCC) sidewalk from a new north-side building entrance to a new sidewalk parallel to the south side of the parking area will be constructed. A grass or landscaped strip will be created just north of the event center. Mechanical equipment for the building may be in this area as well as part of the building renovation project.

The east side area is the site of a former building and asphalt parking area. The building and a portion of the parking area have been removed. The remainder of the asphalt surfacing will be removed at the beginning of the project. The design concept includes grading for positive drainage, new crushed stone base, new asphalt surfacing, replacement of the south side street sidewalk and entrance drives (two), and replacement of the westerly panels of the east side street sidewalk and the pedestrian ramp at the northwest quadrant of the intersection. The perimeter sidewalk and drive areas are in poor condition.

Pavement markings will be added to both parking areas.

Construction of this project is scheduled for the 2023 construction season.

The referenced concept is attached.

SCOPE OF SERVICES

We have prepared the following scope of services:

Design Services

- » Contact Iowa One Call to locate underground utilities in the project area.
- » Provide topographic survey of project areas for use as basis for design.
- » Provide design for new parking areas including removals, grading, storm drainage, crushed stone, asphalt, and sidewalk.
- » Provide pedestrian walkway design to comply with the most current SUDAS and ADA standards.
- » Prepare IDOT construction permit application for work within Iowa Highway 150 right of way.
- » Provide a check set of plans for review and comments.
- » Attend up to three meetings with staff, public works committee, or council to coordinate the project, review the check set of plans, and answer any questions related to the project in general.
- » Prepare and assemble final plans, specifications, estimated quantities, and a final opinion of probable cost.
- » Provide addenda, if needed.
- » Coordinate bid letting, including plan distribution to Contractors. All plan distribution expenses shall be invoiced at actual cost.
- » Attend one council meeting to discuss the bid tabulation, answer any questions, and recommend award of bid.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Cores of existing surfacing.
- » Economic, Environmental, and Archeological/Historical Studies.
- » Geotechnical exploration.
- » Subsurface utility exploration.
- » Utility design (water supply, sanitary sewer collection, storm sewer collection).
- » Permit applications and fees unless specifically identified.
- » Construction survey, observation, and testing.

Any of the above services can be performed at an additional cost to the project upon request.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amount:

Design Services, Lump Sum of	\$23,000
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All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

March 10, 2023
Mr. Mulfinger, City of Oelwein
Event Center Parking Area Design Proposal
Page 3

SCHEDULE

Design services are scheduled to be completed to allow for a June 2023 bid letting with summer 2023 construction.

AUTHORIZATION

Fehr Graham is willing to commit the necessary resources to this project in order to provide timely solutions which will assure that this project moves forward. Please let me know if there are any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jon S. Biederman', is positioned above the typed name.

Jon S. Biederman, PE, LSI
Senior Project Manager

JSB:cls

Enclosure

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Client Mr. Dylan Mulfinger
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662

319.283.5440

Description of Services:

Event Center Parking Area Improvements, Oelwein, Iowa

Fehr Graham will provide professional services as they relate to the Event Center Parking Area Improvements as described in the proposal dated March 10, 2023.

COST:

The fixed fee for performing the above services is \$23,000.

Application, permit, and recording fees will be reimbursed as direct expenses and are not included in the above fees.

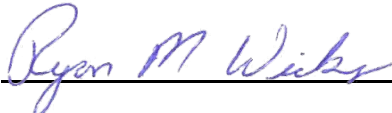
Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:		CONSULTANT:	
Signature	_____	By	 _____
Name	Brett DeVore	Name	Ryan M. Wicks, PE
Title	Mayor	Title	Principal
Date Accepted	_____	Date Proposed	March 10, 2023

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

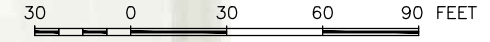
The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

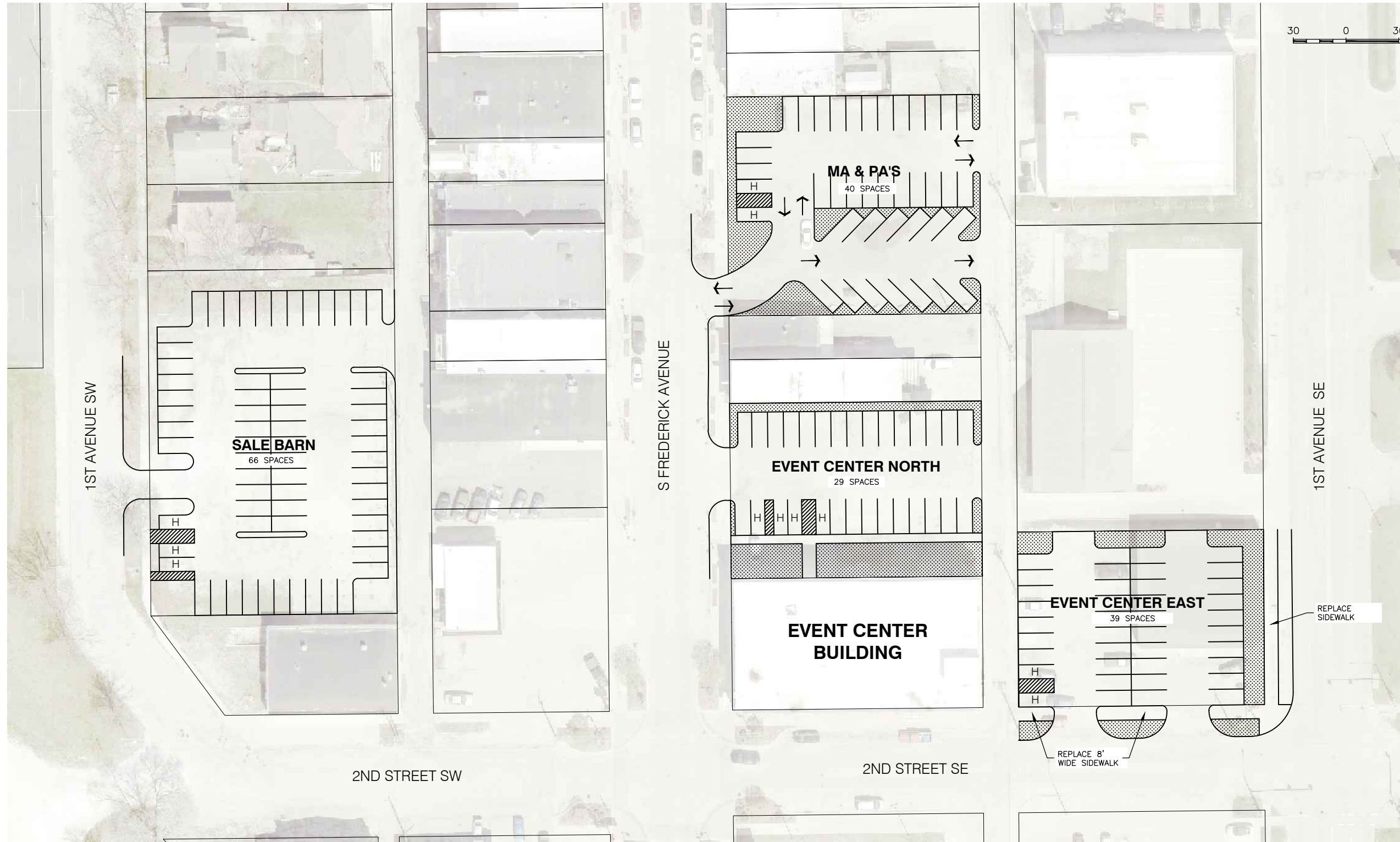
Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Iowa. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Iowa District Court in and for Delaware County, Iowa.



- ADA ACCESSIBLE ACCESS AREA
- POTENTIAL LANDSCAPE AREAS



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
CITY OF OELWEIN
20 2ND AVENUE SW
OELWEIN, IA 50662

PROJECT AND LOCATION:
DOWNTOWN OELWEIN PARKING
OELWEIN, IOWA

DRAWN BY: JRA
APPROVED BY: JSB
DATE: DEC. 2022
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
PRELIMINARY PARKING LAYOUT

SET TYPE: **PRELIMINARY**
G:\C30\22\22-1463 Oelwein Downtown Parking\22-1463 Design.dwg, PRELIMINARY

JOB NUMBER:
22-1463

SHEET NUMBER:
C.01

Task Order

In accordance with paragraph 1.01 of the EJCDC Master Agreement between OWNER and ENGINEER for Professional Services dated September 26, 2022 ("Agreement"), OWNER and ENGINEER agree as follows:

Specific Project Data

A. Title: 2023 HMA Paving Imp. (1st, 12th, SF, Event)

B. Description: The 2023 HMA Paving Projects includes paving improvements in City of Oelwein, Iowa. The project consists of HMA paving at the following locations:

- 1st ST NE (8th Ave NE to Outer Rd)
- 12th AVE SE (Charles to 2nd St SE)
- South Frederick (200 mid-block to 5th St SE)
- Oelwein Events Corp Parking Lot at 19 2nd ST SE & 131 S Frederick

The scope of professional services includes Preliminary Design Phase, Final Design Phase, and Bidding Phase. Construction Phase services will be a separate Task Order submitted after OWNER approval of the Final Design Phase.

1. Services of ENGINEER - Basic Services of ENGINEER shall be as per Exhibit A except as modified below:

a. A1.01 (Study and Report Phase) - Not included.

b. A1.02 (Preliminary Design Phase) – As per Exhibit A, with the following modifications:

- (1) Prepare topographic survey of the South Fredrick and Oelwein Events Corp Parking Lots. ENGINEER will utilize the previously completed topographic survey on 1st ST NE and 12th AVE SE.
- (2) Prepare and participate in two preliminary design meetings.
- (3) Prepare preliminary design documents generally consisting of existing conditions, removals, roadway drawings, parking lot layout drawings, parking lot grading drawings, and typical paving cross sections.
- (4) Prepare and furnish three paper copies and one PDF of the preliminary design documents, project schedule, and opinion of probable construction cost.

c. A1.03 (Final Design Phase) – As per Exhibit A, with the following modifications:

- (1) Prepare and participate in one final design meeting.
- (2) Prepare construction plans generally consisting of cover sheet, detail sheets, typical paving cross sections, quantities, removal drawings, traffic control drawings, roadway drawings, parking lot layout drawings, parking lot grading drawings, and restoration drawings.
- (3) Prepare technical specifications in general conformance with Iowa Statewide Urban Design and Specifications (SUDAS).
- (4) Prepare Bidding Documents in general conformance with 2018 Engineers Joint Contract Documents Committee.
- (5) Prepare and furnish three paper copies and one PDF of the construction plans and Bidding Documents, project schedule, and opinion of probable construction cost.

d. A1.04 (Bidding Phase) - As per Exhibit A, with the following modifications:

- (1) Provide the following Bidding or Negotiating Phase deliverables:
 - a. Prepare the Notice of Public Hearing and Invitation to Bid for publication by the OWNER.
 - b. Review supplier submittals of base bid equipment.
 - c. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - d. Prepare and distribute signatory copies of the Notice to Proceed.
- (2) A Pre-Bid Conference will not be held for this project.
- (3) Prepare and distribute a sufficient number of paper copies of the Contract Documents to prospective bidders, subcontractor bidders, suppliers and contractor plan rooms services. Electronic distribution in PDF format will also be prepared and made available through QuestCDN.

- e. **A1.05 (Construction Phase)** - Not included.
- f. **Part 2 (Additional Services)** - Not included.
- 2. **OWNER's Responsibilities** - As per Exhibit B.
- 3. **Times for Rendering Services** - Based on a February 27, 2023 Task Order approval, the preliminary design phase, final design phase and bidding phase will be completed by June 30, of 2023.
- 4. **Payments to ENGINEER** – OWNER agrees to pay ENGINEER for services in accordance with Exhibit C 4.01 A.

BASIC SERVICES	(Hourly/Lump Sum)*	Amount
Preliminary Design Phase	Method A. Lump Sum	\$34,000
Final Design Phase	Method A. Lump Sum	\$48,500
Bidding Phase	Method A. Lump Sum	\$9,750

Notes:

1. Iowa Law requires that sufficient paper copies of bidding documents be provided at no cost to bidders, suppliers, and subcontractors who request such paper documents; and all costs associated with the reproduction and distribution of paper and electronic bidding documents are to be paid by the OWNER. ENGINEER will invoice OWNER for all such document costs as a Reimbursable Expense.
 2. Method A. Lump Sum fees noted above include appropriate amounts for direct expenses for each item.
 3. The total lump sum fees is \$92,250
- 5. **ENGINEER's Consultants** - None
 - 6. **Other Modifications to Master Agreement** - None
 - 7. **Attachments** – None
 - 8. **Documents Incorporated By Reference** - None

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. ENGINEER is authorized to begin performance upon its receipt of a copy of this Task Order signed by OWNER.

The Effective Date of this Task Order is _____, 2023.

ENGINEER

OWNER

Signature Date

Signature Date

Joseph Bunker
Name

Dylan Mulfinger
Name

Corporate Secretary
Title

City Administrator
Title

Designated Representative for Task Order:

Designated Representative for Task Order:

John Gade, P.E.
Name

Dylan Mulfinger
Name

Senior Project Manager
Title

City Administrator
Title

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