

May 6, 2025

Mayor Brett Devore and Council Members
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662-2241

**RE: Proposal for Design Services
2026 Water System Improvements, Oelwein, Iowa**

Dear Mayor DeVore and Council Members,

Thank you for the opportunity to provide a proposal for the proposed water system improvement project, which is planned for construction in 2026. The project will replace existing water mains that are in poor condition in three locations within the City of Oelwein. The locations and proposed work are summarized below.

1st Avenue SE and 3rd Street SE

This portion of the project will construct an 8-inch diameter water main along 1st Avenue SE from the approximate north right of way of the railroad, northerly to 3rd Street SE and along 3rd Street SE from 1st Avenue SE to 2nd Avenue SE. The majority of this location is within 500 feet of known leaking underground storage tanks. Due to this, the use of Ductile Iron Pipe (DIP) with nitrile gaskets is assumed. The actual need for upgraded pipes and gaskets will be verified with the final design. Water service lines will be replaced to the curb stop, with new curb stops placed. The water main will be open cut, except for the IA Highway 150 crossing, which will be directionally bored. The length of the water main replacement is approximately 990 feet.

1st Avenue SE is asphalt/sealcoat surfaced without curb but constructed with an urban cross section that has drainage along the roadway edges. Two existing intakes exist just north of the railroad to collect surface drainage. The street repair strategy is to replace the street surfacing with a new crushed stone base and 5-inch thick asphalt. Asphalt curbs will be formed along both sides to control surface runoff.

3rd Street SE is asphalt/sealcoat surfaced with Portland Cement Concrete (PCC) curb and gutter. The repair strategy is to replace the curb and gutter and add 6-inch thick asphalt over a new crushed stone base.

Street reconstruction triggers Americans with Disability Act (ADA) ramp upgrades at all intersections within the project area.

6th Street NE and 3rd Avenue NE

This portion of the project will construct an 8-inch diameter water main along 6th Street NE from 2nd Avenue NE to 4th Avenue NE and along 3rd Avenue NE from 6th Street NE to 7th Street NE. Water main is proposed to be Polyvinyl Chloride and will be directional bored. Services will be replaced to and including curb stops. The length of the water main replacement is approximately 1,100 feet.

6th Street NE is PCC surfaced and has a fair number of cracks, some of which were caused by settling and undermining from previous utility construction and water main breaks. 3rd Avenue NE also has a fair number of cracks, especially the westerly half. Connections to mains and service lines will be open cut, then patched back with PCC. The curbs will be isolated with a full depth saw cut and the PCC between sawed curb sections will be cracked and seated, and a new asphalt mat added. The crack and seat process will reduce, but not eliminate, reflective cracking while using the existing PCC structure as a base. The asphalt mat is proposed to have reinforcing fibers added to help with cracking.

Street surfacing triggers ADA ramp upgrades at all intersections within the project area.

10th Street SE

This portion of the project will construct an 8-inch diameter water main along 10th Street SE from South Frederick Avenue to 2nd Avenue SE. The westerly approximately 520 feet is within 500 feet of a known leaking underground storage tank. This area will be replaced with DIP with nitrile gaskets. The crossing of Iowa Highway 150 will also be DIP, with the full length of the water main along 10th Street SE installed by directional boring. Water service lines will be replaced to the curb stop, with new curb stops placed. The length of the water main replacement is approximately 1,280 feet.

Street surfacing west of Iowa Highway 150 is asphalt with PCC curb and gutter. Areas that will be opened up for making connections, and with two areas showing pavement distress, will be surfaced with 6-inch thick asphalt over a crushed stone base. Street surfacing east of Iowa Highway 150 is PCC in fair to poor condition with many cracked panels. This will be replaced with an 8-inch thick PCC over a crushed stone base.

The City of Oelwein wishes to apply for a Community Development Block Grant (CDBG) to assist with project funding. A Preliminary Engineering Report (PER) is a required document for applying for project funding through this program. The following is our proposed scope of services to provide the required PER and complete the necessary design development to prepare plans and bid for the construction of the proposed improvements.

SCOPE OF SERVICES

Preliminary Engineering Report

Fehr Graham will produce a PER to evaluate the existing water system, including source, storage, pressure, and distribution. Fehr Graham will conduct a preliminary investigation, including a review of available operational data, site review, test results, and a discussion with city staff. Preliminary opinion of probable costs will be determined and evaluated for overall effectiveness and value. Findings will be summarized in a written report and will follow the 10 States Standards guidance for PERs.

Topographic Survey, Design Engineering, and Bidding Documents and Services

- » Topographic Survey
 - Utility locations as provided by Iowa One Call Design Request service and as visually evident (above ground).
 - Locate existing property monuments within the areas of sidewalk replacement.
 - Locate individual trees, landscaping and drainage structures.
 - Locate existing pavement edges, sidewalks and signs in the area of the work.
 - Obtain surface elevations necessary for street and sidewalk replacement.
 - Other visually evident surface features.
- » Water Main
 - Design of new water main, valves and hydrants as described above for the three project locations.
 - Review leaking underground storage tank (LUST) sites, available data and determine specific requirements for new construction.
 - Design of new water service lines from the main to the existing curb stop location, including new curb stops.
- » Street and Surface Restoration
 - Review the existing street profile and cross-section to complete the new street design.
 - Design of street reconstruction.
 - Complete a sidewalk pedestrian ramp design that follows current Statewide Urban Design and Specifications (SUDAS) and ADA standards for sidewalk ramps to the streets within the project area.
- » Prepare supplemental specifications for site improvements, based on SUDAS.
- » Provide a preliminary and check set of plans for review and comments.
- » Prepare and submit the Iowa Department of Transportation Utility Accommodation and work within right of way permit applications for crossings of Iowa Highway 150 at 3rd Street SE and 10th Street SE.
- » Prepare and submit the Iowa Department of Natural Resources (DNR) Water Construction permit application. The owner is responsible for the permit fee.
- » Prepare the National Pollutant Discharge Elimination System General Permit No. 2 application, as more than one acre will be disturbed during the project construction. The owner is responsible for permit and publication fees.
- » Solicitate bids for the construction of improvements.
- » Provide addendums, if needed.
- » Attend the council meeting to present the bid tabulation, answer any questions and recommend the award of the bid.
- » Prepare and send contracts to the awarded contractor.

EXCLUSIONS

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

- » CDBG Grant application (by others).
- » State Revolving Fund application and associated work (not used for this project).
- » Environmental assessments and remediation efforts, including but not limited to leaking underground storage tanks.
- » Geotechnical investigation.
- » Materials testing.
- » Lighting design.
- » Landscaping and irrigation design.
- » Traffic studies and analysis.
- » Platting, ROW acquisition or easement acquisition.
- » Wetland delineation activities or preparation of mitigation plans.
- » Archeological investigations and studies.
- » Pressure and flow analysis of existing water mains and fire hydrants.
- » Property owner coordination and other public engagement efforts.
- » Permit fees.
- » Construction management (provided with future agreement).
- » Construction staking (provided with future agreement).
- » Construction observation (provided with future agreement).

Any of the above services can be performed at an additional cost to the project upon request. Construction phase services will be provided under a separate agreement developed following the completion of the project design.

SCHEDULE

We propose to complete the PER by May 30, 2025, as long as authorization to proceed is granted by May 13, 2025. Design is scheduled for completion by July 31, 2025, to allow for submittal of DNR water supply construction permits and CDBG submittal (by others) by August 1, 2025.

The bid letting is tentatively scheduled for January 21, 2026.

FEES

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

Preparation of Preliminary Engineering Report, Lump Sum of	\$10,000
Topographic Survey, Design Engineering, Bidding Documents and Services, Lump Sum of	\$160,000

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.*

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AUTHORIZATION

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. 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.

Sincerely,



Jon Biederman, PE, LSI
Senior Project Manager

JSB:amr

Enclosure

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**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Mayor Brett Devore and Council Members
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662-2241

319.283.5440

Description of Services:

City of Oelwein – 2026 Water System Improvements, Oelwein, Iowa

Fehr Graham will provide professional services relating to the water system improvement project as detailed in our proposal dated May 6, 2025.

COST:

The fixed fees for performing the above services are as follows:

Preparation of Preliminary Engineering Report, Lump Sum of	\$10,000
Topographic Survey, Design Engineering, Bidding Documents and Services,	\$160,000
Lump Sum of	

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.*

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:

Signature _____

Name Brett DeVore

Title Mayor

Date Accepted _____

CONSULTANT:

By 

Name Chris DeSilva, PE

Title Chief Operating Officer

Date Proposed May 6, 2025

#25-905

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 equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
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)' 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. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. 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.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. 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.