

# Task Order No. 8211-17C.1

**Task Order No. 8211-17C.1,  
consisting of three (4) pages.**

## Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated February 5, 2007 ("Agreement"), Owner and Engineer agree as follows:

### Specific Project Data

- A. Title:** "Highway 65 City Improvements"– Iowa Falls, Iowa
- B. Description:** The project consists of the evaluation and reconstruction of city maintained public infrastructure (water main, water valves, sanitary sewer main, storm sewer & intakes & street/sidewalk paving, ADA ramps, etc.) that are the responsibility of the City of Iowa Falls as part of a larger Iowa DOT resurfacing project to take place in 2019. The Iowa DOT resurfacing project is being designed by IDOT District 1. The City plans to utilize DOT funds to pay for the construction of the project initially, with a payback of three years once the project is accepted. The project limits for the city's portion of the overall project are as follows:

Stevens St.- From Rocksylvania Avenue to Pine Street (excluding Pine Street intersection)  
Rocksylvania Ave. - From Stevens Street to Fremont Street (excluding US65 travel lanes and Fremont Street intersection)  
Iowa St. - From Stevens Street to Fremont Street (excluding US65 travel lanes and Fremont Street intersection)  
Hickory St. - From Stevens Street to Fremont Street (excluding US65 travel lanes and Fremont Street intersection)  
Union St. - From Stevens Street to Fremont Street (excluding US65 travel lanes and Fremont Street intersection)  
Pierce St. - From Stevens Street to US65 (excluding US65 travel lanes)  
Polk St. - From Stevens Street to US65 (excluding US65 travel lanes)  
Northwest quadrant of the Brooks Road intersection with US65 (southbound turning lane)  
North Street intersection with US65  
Storm sewer catch basin top replacement along US65 near Cargill and near AmericInn.

An overview figure showing a more detailed listing of the proposed construction work is provided.

FOX's engineering services will consist of final design related to the aforementioned utility and pavement improvements. FOX will coordinate with the Iowa DOT as necessary to meet the March 2019 estimated letting date.

FOX will prepare front end and bid documents associated with the project. This Task Order is for final design, and bidding.

The project will be bid through the IDOT letting process. If Council elects to move forward with the construction project, FOX will present a task order for Construction Services to Council for approval. At this time, it is expected that all parts of this project will coincide with the IDOT project, that will be let in the spring of 2019. The total budget for the City's portion of the overall project is estimated to be \$1,500,000, which includes Engineering fees.

### 1. Services of Engineer:

#### Scope Statement and Objective

This scope of services is for FOX Engineering Associates, Inc. ("FOX") to provide professional engineering services ("Services") to the City of Iowa Falls related to the Highway 65 City Improvements ("Project").

#### **Part 1 -- Basic Services**

Basic Services of Engineer for this Task Order No. 8211-17C.1 shall be as per Exhibit A of the Master Agreement except as modified below (*Paragraph and Sub-paragraph numbering below coincides with the particular Paragraph and Sub-paragraph numbering of Exhibit A of the Master Agreement for which modifications are hereby made*):

**A1.01 (Study and Report Phase)** - Not required.

**A1.02 (Preliminary Design Phase)** – As per Task Order 8211-17C

## Task Order No. 8211-17C.1

**A1.03 (Final Design Phase)** - - As per exhibit A, but with the following additions:

1. Easement Figures: Prepare figures & coordination with consultant (if necessary) for easement acquisitions. It is assumed that 25-30 temporary easement permissions are necessary for this project (ADA ramps) and one (1) permanent easement is necessary (Judith A Swartz Trust at Rocksylvana & Oak Street). It is assumed that all temporary easements may be obtained via written permission from the property owner.
2. Technical Specifications per IDOT & any Iowa Falls Supplemental Specifications and in general conformance with Exhibit A1.03 A. 1 & 2.
3. Opinion of Probable Cost in general conformance with Exhibit A1.03 A.5.
4. The final design plans will include horizontal & vertical roadway/storm sewer alignments with cross sections as necessary. Plans will include lining of sanitary sewer system along Oak Street as contemplated during preliminary design.
  - Construction Plans will be designed for bidding through the Iowa DOT letting process.
  - FOX will work with Iowa DOT staff to develop a traffic control plan to coincide with the Iowa DOT resurfacing project.
  - Furnish three (3) paper review copies and an electronic PDF of the construction plans and specifications at 75% and 100% design milestones.
5. Permits: The Engineer shall prepare the IDNR Wastewater Construction Permit Application for the lining of the existing sanitary sewer. Permit forms to be executed and submitted by the Owner.
6. Meetings:
  - a. Staff Meetings (2)
  - b. Utility Coordination Meeting (1)
  - c. Presentation of final design to City Council (1)
7. Task Order has been prepared based on one (1) prime construction contract.

**A1.04 (Bidding Phase)** - As per exhibit A, but with the following additions:

1. The Engineer shall provide the following:
  - Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
  - Review supplier submittals for pre-approval of base bid equipment.
  - Attend Council Meeting for Public Hearing & consideration of award of project.
  - Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
  - Prepare and distribute signatory copies of the Notice to Proceed.
2. A Pre-Bid Conference will not be required for this project.
3. Bidding Documents – The IDOT will bid the project and supply bidding documents to the bidders.

### Part 2 -- Additional Services

**A2.01 (Additional Services Requiring Owner's Authorization in Advance)** - As per Exhibit A of the Master Agreement, except for services specifically identified in this document as part of the Basic Services, and with the following clarifications:

1. **Funding Assistance** - The Engineer shall provide funding assistance as described in the Master Agreement under A2.01.A.1 and other services required to comply with funding requirements as requested by the Owner (e.g. Applications, Environmental Information Documents, assistance with archaeological and historical Investigations, SRF Davis-Bacon wage requirements, contractor payroll submittals, contractor employee pay interviews).
2. **Geotechnical Services** – If a geotechnical investigation is needed, FOX will assist the Owner with geotechnical investigations by others and paid by the City. At this time, no geotechnical investigation is assumed.
3. **Additional Meetings with Property Owners** - The Engineer shall coordinate and correspond with property owners, attend meetings, and provide minutes of said meeting as requested by the Owner (beyond what is defined in final design). FOX has estimated \$5,000 as a contingency for additional coordination with property owners.
4. **Archaeological & Historical Investigation** – Our services do not include an archaeological or historical investigation since no federal funds will be utilized on this project.

## Task Order No. 8211-17C.1

5. **Smoke Testing & Flooding of Storm Sewer** – Our services do not include the indentifications of potential cross connections, illegal connections, or inflow into the sanitary sewer system.
2. **Owner's Responsibilities:** As per Exhibit B. Meetings with property owners and all permit fees associated with the project are by the City. Such fees are not included in this contract.
  1. The Owner shall be responsible for all property and easement acquisitions as per B.2.01.C.3, if required. The Owner will be responsible for all property appraisals.
  2. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.
  3. The Owner shall pay for all material testing services as required by the contract documents.
  4. Owner shall administer requirements to comply with funding agencies. This may include activities related to Davis-Bacon wage requirements such as review of contractor payroll submittals, contractor employee pay interviews, and submission for loan disbursements.
3. **Times for Rendering Services:** As per the following anticipated project schedule:

Engineer and Owner are aware that there are factors outside the Engineer's control that may affect the Engineer's schedule for completing the services to be provided under this Agreement. The Engineer shall perform these services with reasonable diligence and expediency consistent with sound professional practices.

<u>Phase</u>	<u>Anticipated Completion Date</u>
03.21.2018: Begin Final Design (project walkthru with DOT staff)	
06.01.2018: Submit right of way plans to Iowa DOT to verify scope	
09.28.2018: Final Plans due to DOT	
11.30.2018: Proof of acquisition of easements due to the DOT	
01.01.2019: Final Contract (bidding documents) completed by the DOT	
03.19.2019: Bid Date	
03.2019 – 11.2019: Approximate dates of construction	
Winter 2019-Spring 2020 – Project close-out process (DOT audit)	

4. **Payments to Engineer:** Owner agrees to pay Engineer for services in accordance with Exhibit C 4.01 A. as follows:
  1. Amounts listed in this Task Order under Method B - Standard Hourly Rates are estimates only. These amounts are not maximum values.

<b>BASIC SERVICES</b>	<b>FEE BASIS</b>	<b>AMOUNT</b>
Final Design Phase	Method A. Lump Sum	\$74,000
Bid Phase	Method B. Hourly + Reimbursables	\$5,500
<b>ADDITIONAL SERVICES –</b>		
Property Owner Coordination (contingency)	Method B. Hourly + Reimbursables	\$5,000
Other		To be Determined, if Needed

**Notes:**

1. Method A Lump Sum fees noted above include appropriate amounts for direct expenses for each item.
2. The total hourly estimated fees are **\$10,500.**
3. The total lump sum fees are **\$74,000.**
4. The total hourly estimated and lump sums are **\$84,500.**

# Task Order No. 8211-17C.1

- 5. **Engineer's Consultants:** Stumbo & Associates
- 6. **Other Modifications to Master Agreement:** None
- 7. **Attachments:** 2018 Fee Schedule
- 8. **Documents Incorporated by Reference:** None

Approval and Acceptance: Approval and Acceptance of this Task Order 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 \_\_\_\_\_, 2018.

**Engineer: FOX Engineering Associates, Inc.**

**Owner: City of Iowa Falls, Iowa**

\_\_\_\_\_  
Signature Date

Mitch Holtz, P.E.  
Name

Senior Project Engineer  
Title

**Designated Representative for Task Order:**

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**Designated Representative for Task Order:**

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