



Agenda

City Council Work Session

Oelwein City Hall, 20 Second Avenue SW, Oelwein, Iowa

5:30 PM

June 28, 2021
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Warren Fisk

Council Members: Matt Weber, Renee Cantrell, Tom Stewart, Lynda Payne, Karen Seeders

Pledge of Allegiance

Discussions

- [1.](#) Discussion on Charles Street Viaduct Hazard Mitigation

Adjournment

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440

June 22, 2021

Dylan Mulfinger
City Administrator
City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

RE: **Proposal for Professional Services**
Charles Street Viaduct Hazard Mitigation
Project No.: 21135

Dear Dylan:

We are grateful for the opportunity to contribute to the effort to make Oelwein a safer community and look forward to partnering with you.

Our Proposal for Professional Services for the above-referenced project is outlined in detail below. The City of Oelwein is the Owner, and Origin Design is the Engineer.

Project Description

A condition assessment of the Charles Street Railroad Viaduct was completed March 31, 2021. The assessment identified loose and delaminated concrete that should be removed from the inside of the structure. The loose material presents a hazard because there is a risk the material will fall on vehicles or pedestrians utilizing the structure. The estimated cost to remove the loose material is \$50,000. In order to allow selection of a contractor to complete the removal of the material, bid documents will need to be prepared. The contract would establish a minimum square foot area of material to be removed and a unit cost for square foot of material removed beyond the specified quantity. The prepared plan would include information from a field investigation identifying specific locations of delaminated material (overhead concrete), typical removal details, and a detail for removals at specific locations such as the west end of the west-bound lane. The scope of work is anticipated include removal of only loose/delaminated material which is at risk of falling. This work does not include any resurfacing of the existing structure upon the removal of the loose material. This proposal is for the preparation of the bid documents as well as providing oversight during the removal of the loose/delaminated material.

The Contractor will provide traffic control to close the viaduct to all traffic for consecutive days to allow removal to occur. City forces will also provide traffic control during the one day of on-site investigation for the development of bid documents.

Scope of Services

The following list of services will be provided by or under the direct personal supervision of a Professional Engineer licensed to practice in the State of Iowa.

A. Design Development and Bidding

1. Create a base drawing (plan sheets) to document the specific locations where loose material is observed.

2. Conduct a field investigation to identify the specific locations of the loose material. Note locations on the developed plan sheets.
3. Develop bid documents to allow for obtaining construction bids for the removal of the loose material. The Owner will be responsible for traffic control and detour signing to allow the viaduct to be closed to all traffic during construction.
4. Identify appropriate bid items for proposed construction. Calculate estimated quantities associated with the construction assuming a minimum base quantity of removal and a unit cost for any additional removal that is determined to be necessary during construction.
5. Perform coordination with the Iowa Northern Railroad and Transco to identify any special needs of the railroad during removal to identify any restrictions that need to be incorporated into the contract documents.
6. Prepare proposed plans. Plans include:
 - a. Title sheet (A sheet)
 - b. Details (B sheet)
 - c. Quantities and Notes (C Sheet)
 - d. Viaduct plan sheet identifying material removal locations (V Sheet)
7. Prepare a traffic control detour plan to allow closure of the structure during construction. The number of consecutive days closure is allowed will be determined as part of the design process.
8. Prepare the Contract Documents manual (form of contract and bidding documents). Contract Documents should be reviewed by the Owner's legal counsel.
9. Provide two (2) copies and PDF files of detailed plans, specifications, Contract Documents for the use of the Owner.
10. Assist the Owner in obtaining construction bids by:
 - a. Suggesting dates and times for publications and receipt of bids.
 - b. Notifying interested and qualified contractors and bulletins of the time and date of the receipt of bids and the general nature of the project.
 - c. Providing copies of drawings, specifications and Contract Documents to interested and qualified contractors via a private plan room. Iowa law requires the Owner to pay for copies of documents provided to interested parties. Plans and specifications will be distributed in PDF format or printed by Tri-State Blueprint/Rapids Reproduction. Tri-State Blueprint/Rapids Reproduction will invoice the Owner for the costs associated with electronic sets downloaded, printing, binding, packaging, and postage/shipping if mailed/shipped, of all plans and specifications.
 - d. Answering questions from contractors and issuing clarifications as necessary.
 - e. Attend and conduct the bid opening.
11. Assist the Owner in evaluating bids by:
 - a. Reviewing bids for completeness and correctness.
 - b. Tabulating bids received.
 - c. Investigating qualifications of contractors.
 - d. Issue Bid Results Letter to the Owner within two (2) days after the receipt of bids.
12. Prepare and distribute contract package for contract between Owner and Contractor selected for award.
13. General project management and quality review.

B. Services During Construction

1. Schedule, prepare agenda, and attend preconstruction meeting with the Owner and Contractor.
2. Consult with and advise the Owner and act as its representative as provided for in the construction contract general, supplemental and special conditions, as required. The extent and limitations of the duties, responsibilities and authority of the Engineer as assigned in the construction contract conditions shall not be modified without the Engineer's written consent; all of the Owner's instructions to the Contractor shall be issued through the Engineer who shall have authority to act on behalf of the Owner to the extent provided in the construction contract conditions except as otherwise provided in writing.
3. Issue all instructions of the Owner to the Contractor and prepare routine change orders as required. Assumes one (1) change order. The Engineer may, as the Owner's representative, require special inspection or testing of the work and shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of the Owner and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto.
4. Based on on-site observations and review of the Contractor's applications for payment and supporting data, the Engineer shall determine the amount owed to the Contractor and approve, in writing, payment to the Contractor in such amounts; such approvals of payments shall constitute a representation to the Owner based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the Contract Documents; subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion and to any qualifications stated in his/her approval. By approving an application for payment, the Engineer shall not be deemed to have represented that he/she has made any examination to determine how or for what purposes any contractor has used the moneys paid on account of the Contract Price. Assumes preparation of up to three (3) payment forms for Owner approval.
5. Provide interpretation of the drawings and specifications.
6. Perform on-site observations and as part thereof, disapprove of or reject Contractor's work while it is in progress if the Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
7. Determine Contractor's progress relative to his schedule and the required completion date.
8. Attend meetings with Contractor, such as progress meetings, job conferences and other project related meetings
9. Conduct on-site observations of the work in progress to evaluate if the work is in general proceeding in accordance with the Contract Documents.
10. Before the preparing a Project Completion letter, submit to the Contractor a list of observed items requiring completion or correction. Conduct final inspection and prepare a final list of items to be completed or corrected. Conduct a final inspection to determine that all items on final check list have been completed or corrected.
11. The limitations of authority shall be such that the Engineer:

- a. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- b. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- c. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- d. Shall not authorize Owner to occupy the project in whole or in part.

Exclusions from Professional Services

The following is a list of services we are capable of providing, but have not included in this Proposal. We would be more than willing to perform any or all of the services under a separate Proposal.

1. **Design for repair or restoration improvements.**

Compensation

Origin Design proposes to complete the Scope of Professional Services as follows:

- A. **Design Development and Bidding.** Shall be completed for a lump sum fee of \$9,800.00 (Nine thousand eight hundred dollars and zero cents).
- B. **Services During Construction.** Shall be completed for an estimated fee of \$7,00.00 (Seven thousand dollars and zero cents), based on current standard hourly rates. Estimate assumes three days on site.

Project Schedule

1. Issue plans to potential contractors: **August 16th**
2. Send recommendation letter to council: **September 8th**
3. Council approval: **September 13th meeting**
4. Construction: **October 2021**

Deliverables

The following items will be delivered to the Owner as the result of this Project:

1. **Plans, specifications, and Contract Documents showing general project extent.**
2. **Construction documentation as specified.**

General Terms and Conditions

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

Thank you for the opportunity to submit this Proposal for Professional Services.

Let's work on tomorrow. **Together.**

Sincerely,
Origin Design Co.



Nathan Miller, P.E.

Structural Engineer



Craig Geiser, PLS

VP and Land Survey Team Leader

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

FOR: **City of Oelwein**

Authorized Signature

Date

Typed or Printed Name

General Terms and Conditions

The following General Terms and Conditions shall apply to the attached Agreement for Professional Services between Origin Design Co., herein referred to as the Consultant, and the Client identified in the attached Agreement.

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

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

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

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

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

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

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

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

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

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

The delivery of electronic information to Contractors is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.

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

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

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

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

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

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

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