

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: August 16, 2021

AGENDA ITEM: Consideration of approval of a resolution approving Engineering Services Amendment No. 1 with Foth Infrastructure and Environment, LLC [10-inch Gas Main Project, Meredith Drive and NW 10th Street]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: Amendment No. 1 includes construction survey to complete the following tasks:

1. Project control – verify existing horizontal and vertical control as shown in the plans, resend land corners and permanent reference markers, and tie-ins with existing roadways.
2. Property lines and temporary easement – stake temporary easements and permanent right-of-way corners.
3. Gas mains – mark locations and elevations with metal pins or tack and clearly mark the flat with the station location, pipe number, cut/fill elevation, and offset distance to centerline of pipe.
4. Miscellaneous construction staking – construction staking for removals, existing utilities, silt fence, grading (stakeless), revetment limits, erosion control lining, surface restoration, landscaping, traffic control, signing and pavement markings, rock excavation volumes, and other miscellaneous items.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS: \$18,100.00.

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the Resolution.

ATTACHMENTS: I. Resolution
II. Engineering Services Amendment No. 1

PREPARED BY: Beth Richardson

REVIEWED BY: Rudy Koester **RK**

PUBLIC NOTICE INFORMATION –

NAME OF PUBLICATION:
DATE OF PUBLICATION:

THE CITY OF WAUKEE, IOWA

RESOLUTION 2021-

**APPROVING ENGINEERING SERVICES AMANDMENT NO. 1 WITH FOTH
INFRASTRUCTURE AND ENVIRONMENT, LLC [10-INCH GAS MAIN PROJECT,
MEREDITH DRIVE AND NW 10TH STREET]**

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Iowa is a duly organized municipality within Dallas County;
AND,

WHEREAS, on February 4, 2020 (Resolution #2020-055), the Waukee City Council approved an agreement with Foth Infrastructure & Environment LLC related to the 10-inch Gas Main Survey along Meredith Drive and NW 10th Street Project; **AND**,

WHEREAS, through the course of design, the project has evolved to include construction staking and survey which was not included in the initial contract at the time of contract development.

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 16th day of August, 2021, that it hereby approves the Engineering Services Amendment No. 1 with Foth Infrastructure and Environment, LLC [10-inch Gas Main Project, Meredith Drive and NW 10th Street].

Courtney Clarke, Mayor

Attest:

Rebecca D. Schuett, City Clerk

RESULTS OF VOTE:	AYE	NAY	ABSENT	ABSTAIN
Anna Bergman Pierce				
R. Charles Bottenberg				
Chris Crone				
Larry R. Lyon				
Ben Sinclair				

ENGINEERING SERVICES AMENDMENT NO. 1
PROJECT NO. 20W050.01

THIS AMENDMENT, made and entered into this _____ day of ____ 2021 by and between, the **CITY OF WAUKEE, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the design survey and mapping, project coordination, environmental services, and real estate services for the proposed design of the 10" gas main along Meredith Drive and NW 10th Street. hereby amends the original Agreement dated February 4th, 2020 as follows:

II. CONSTRUCTION PERIOD SERVICES

The work tasks to be performed or coordinated by the Consultant during the Construction Period Services shall include the following:

A. CONSTRUCTION SURVEY

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control

- a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-need to complete the project.
- b. Reset land corners and permanent reference markers as indicated on the plans.
- c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.
- d. This task does not include resetting all property corners disturbed by construction.

Task 2 - Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50 foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath at the same location as the slope stakes.

Task 3 - Gas Mains

Mark locations and elevations with metal pin or tack in a wood hub, flat, and lath. Clearly mark the flat with the station location, pipe number, cut/fill elevation, and offset distance to centerline of pipe.

Task 4 – Miscellaneous Construction Staking

The above tasks qualified personnel, equipment and supplies required for a one-time construction staking for the project to establish the line and grade for the proposed improvements. Replacement costs of any survey stakes or marks that are destroyed or disturbed by the Contractor shall be charged to the Contractor.

Construction staking for removals, existing utilities, silt fence, grading (stakeless), revetment limits, erosion control lining, surface restoration, landscaping, traffic control, signing and pavement markings, rock excavation volumes, and other miscellaneous items are **not** included in this scope of services. It is assumed that the on-site construction technician for the project will provide these services where appropriate. Existing and final cross-sections for earthwork computations are also **not** included in the above.

Task 5 - Monumentation of Fee-title Right-of-Way and Permanent Easements

This task consists of monumentation of the easements acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation shall comply with requirements of the Iowa Code and shall be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

In consideration for these services, the City agrees to adjust the compensation for services performed by the Consultant. These fees are based on the standard hourly rates of the Consultant's personnel actually engaged in the performance of the services, plus direct out-of-pocket costs for expenses incurred by personnel who are actually engaged in the work and other direct costs. The total Hourly Not-to-Exceed fees for the professional engineering services as described in this amendment are as follows:

II. Construction Period Services

<u>Task A</u>	<u>\$ 18,100.00</u>
Total	\$ 18,100.00

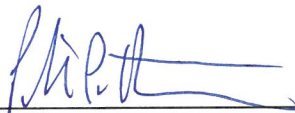
THIS AMENDMENT is subject to all provisions of the original Agreement.

THIS AMENDMENT, together with the original Agreement represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

CONSULTANT

CITY OF WAUKEE

BY: 

BY: _____

Name: Patrick P. Kueter, P.E.

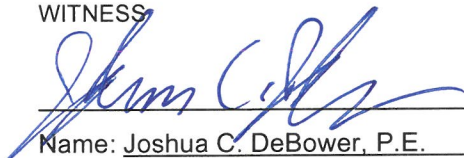
Name: Courtney Clarke

Title: Senior Client Director

Title: Mayor

WITNESS

ATTEST


Name: Joshua C. DeBower, P.E.

Name: Rebecca D. Schuett

Title: Lead Civil Engineer

Title: City Clerk