
AGENDA ITEM SUMMARY

Subject: Resolution approving Task order with Fox Engineering for Sanitary Sewer service extension review



Background Summary:

Currently we are investigating possibilities for sanitary sewer service extension in various parts of the city and adjacent property. We've generally talked about the extension of city services in and around the city with potential annexation during our recent goal setting process. One of the key pieces that we'll need to know before we can do anything is how sanitary sewer service would need to be provided to various areas. Since this system is gravity fed it takes more time and research to determine extension options compared to that of water or street/storm sewer work.

Resolution No. 68-21 would approve Task Order 2389-21 A1.01, Study and Report phase that will study various areas to determine how to run sanitary sewer and if and where additional lift stations would be needed. This specific Task Order starts with a study and report phase for \$15,500. This will include reviews areas on the mainly on the NW, SW and SE edges of town.

Additional task orders will be needed if and when we choose to go forward with any construction for specific areas. Next steps would include design phases, bidding and construction oversight. This first step however will help us determine which areas are most feasible for future growth.

Task Order No. 2389-21A.1

**Task Order No. 2389-21A.1
consisting of 4 pages.**

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated June 20, 2005 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title:** Charles City Sanitary Sewer Service Area Study
- B. Description:** The City of Charles City is in the process of planning for potential future development in areas southeast and northwest of the city. This study will include a review of the sanitary sewer system in the potential development areas and determine sanitary sewer infrastructure improvements that may be necessary to service the development areas. This study will review the existing capacity of the sanitary sewer in these two areas and provide recommendations on upgrades necessary to serve the study area future development.
- 1. Services of Engineer -** Services of Engineer for this Task Order No. 2389-15A.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*):

Part 1 -- Basic Services

A1.01 Study and Report Phase

(A.1) Sanitary Sewer Service Area Study

- a. FOX will complete a study of the proposed development areas adjacent to 210th Street, Ridgeway Avenue, and Gilbert Street near 195th Street. The scoping study will generally include the following:
- i. Obtain available mapping and existing sanitary sewer mapping from the city. Develop mapping that illustrates the current and future development areas of interest.
 - ii. Provide an analysis of the existing sanitary sewer capacity based on current development and future developed conditions.
 - iii. Review of pump station capacities at the Gilbert Pump Station to ensure pump station has adequate capacity for the future development.
 - iv. Develop up to three options for providing sanitary sewer service to the current and future development areas.
 - v. Determine concept level project costs to provide service and/or upgrade existing sanitary sewer mains to service the development areas.
 - vi. Determine concept level project cost to construct new or upgrade existing sanitary sewer pump stations as required to service the development areas.
 - vii. Develop a letter report outlining the study findings.
 - viii. Attend one meeting with city staff to review the study and provide comments.
 - ix. Address city staff comments and submit one pdf copy and three paper copies of the report.

A1.02 Preliminary Design Phase - This phase is not applicable (not included in this Task Order).

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- A1.03 Final Design Phase** - This phase is not applicable (not included in this Task Order).
- A1.04 Bidding or Negotiating Phase** - This phase is not applicable (not included in this Task Order).
- A1.05 Construction Phase** - This phase is not applicable (not included in this Task Order).
- A1.06 Commissioning and Post-Construction Phase** - This phase is not applicable (not included in this Task Order).

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.

- 2. Owner's Responsibilities** - Provide city Sanitary Sewer GIS mapping of the study areas.
- 3. Times for Rendering Services** - Phases of work shall be provided as follows:

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>Task</u>	<u>Anticipated Completion Date</u>
Sanitary Sewer Service Area Study – SE Area Preliminary Results	July 23, 2021
Sanitary Sewer Service Area Study	August 27, 2021

4. Payments to Engineer for Services and Reimbursable Expenses

Payments to Engineer shall be in accordance with Exhibit C of the Master Agreement. Specifically, Owner shall pay Engineer for services as follows:

	Fee Basis	Amount
Basic Services – (note 1)		
Sanitary Sewer Service Area Study	Method A. Lump Sum	\$15,500.00

Total Fee : \$15,500

Note:

- (1) Method A Lump Sum fees noted above include appropriate amounts for direct expenses for each item.

5. Engineer’s Consultants:

- (1) None.

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6. Engineer's Liability: Exhibit I is replaced with the following paragraphs:

1) Engineer's Liability Limited to Amount of Engineer's Compensation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for this Task Order.

2) Exclusion of Special, Incidental, Indirect and Consequential Damages. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.

3) Extension of Protection. The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

7. Other Modifications to Master Agreement:

The term of the Master Agreement is hereby extended to the completion date of the work under this Task Order if that should extend beyond the current term of the Agreement.

8. Attachments: None.

9. Documents Incorporated By Reference - None

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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 _____, 2021.

Engineer

 014/21
Signature Date

Steven P. Soupier, P.E.
Name

Principal / Senior Project Manager
Title

Owner

Signature Date

Name

Title

Authorized Representative for Task Order:

Steven P. Soupier, P.E.
Name

Principal / Senior Project Manager
Title

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