AGENDA ITEM TITLE:
E.1 Resolution No. ____ approving Change Order No. 7 with Genesis Equities, LLC regarding the Central Corridor Improvements Project; Additional Property Demolitions; 2245 6th Avenue and 597 21st Street; in the amount of $36,800.00. (TRANS-18-091)

ACTION REQUESTED/RECOMMENDED: Approval of Resolution

BUDGET INFORMATION:
Was this expenditure budgeted? Yes
Budget Amt: $8,400,000.00
Budget Status: On Budget
GL Account: 301.750.6750
CIP # TRANS-18-091

If the matter was not budgeted, explain why funding is requested?
N/A

SUMMARY/EXPLANATION:
Additional properties have been acquired for the Central Corridor Project Phase IV and need to be taken down in order to build the new infrastructure. This includes adding 2245 6th Avenue and 597 21st Street.

Staff recommends approving this change order.

BACKGROUND/PREVIOUS COUNCIL ACTION:
On June 8, 2017 City Council approved a contract with Genesis Equities, LLC regarding the Central Corridor Improvements Project; Building Demolition in the amount of $134,483.48. [Resolution No. 26088]

The scope of work included the demolition, clearing, and stabilization of the following properties:

1. 1405 7th Avenue, Denny's Storage garages
2. 1483 6th Avenue, Lot
3. 1493 6th Avenue, House
4. 1514-1540 6th Avenue, Klingler
5. 1578 6th Avenue, D & R Engines
6. 637 16th Street, RJ's Construction
7. 1513 6th Avenue, Lot
8. 1543 6th Avenue, Brick House
9. 1496 5th Avenue, House

Change Order No. 1 included asbestos removal at 1578 6th Avenue in the amount of $750.00. [approved by staff]

On June 22, 2017 City Council approved Change Order No. 2 with Genesis Equities, LLC regarding the Central Corridor Improvements Project; Building Demolition (Asbestos Removal) in the amount of $13,315.00.
On August 17, 2017 City Council approved Change Order No. 3 with Genesis Equities, LLC regarding the Central Corridor Improvements Project; Building Demolition (555 & 595 17th Street) in the amount of $22,545.00.

On February 8, 2018 City Council approved Change Order No. 4 with Genesis Equities, LLC regarding the Central Corridor Improvements Project; Tire Disposal in the amount of $4,440.00.

On February 8, 2018 City Council approved Change Order No. 5 with Genesis Equities, LLC regarding the Central Corridor Improvements Project; 600 19th Street [Kings Concrete Plant Demo] in the amount of $51,260.00.

On December 6, 2018 City Council approved Change Order No. 6 regarding the tank disposal in the amount of $7,766.00.

<table>
<thead>
<tr>
<th>CONTRACT INFORMATION:</th>
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<tbody>
<tr>
<td>Original Contract:</td>
<td>$134,483.48</td>
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<td>Total Change Order(s):</td>
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<td>Percent Expended to Date:</td>
<td>86.44%</td>
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</table>

STAFF CONTACT: Michael D. Barkalow, P.E. & L.S.I., City Engineer
STAFF CONTACT PHONE: 319.743.6340
STAFF CONTACT EMAIL: mbarkalow@cityofmarion.org
Submitted To: Genesis Equities LLC  
3405 7th Ave Suite 102  
Marion IA 52302

Client PO #: 41198

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>House demo</td>
<td>LS</td>
<td>1.0000</td>
<td>$22,400.00</td>
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This is for the demolition and removal of 597 21st street Marion.

Total Proposal: $22,400.00

Billing shall be submitted monthly for work completed to date. Payment due within 15 days. Billing shall be based on actual quantities. We hereby propose to furnish quality material and labor, complete in accordance with these specifications, at the above stated unitary prices.

Acceptance of Proposal -

I, ____________________________, (owner/owners representative of the above specified project do hereby find the terms, specifications, and conditions outlined above to be satisfactory and accept the submitted proposal. Contractor is hereby authorized to perform the work specified. Payments will be made per the terms above.

Respectfully Submitted By: ____________________________  Date of Proposal: ______________

Signature (owner/owners representative)  Date: ______________

Proposal excludes layout or staking, permit or inspection fees, compaction testing fees, correction or unstable materials, rock excavation, dewatering traffic control, removal/ replacement of trees if any, all tape, erosion control or erosion control reporting, seeding, or fertilizing unless specified above. Excavated materials to be used, as is, for trench backfill. Granular backfill is $45/ton if required, additional trench bottom rock is $177/ton if required. Rock Excavation at $175/hour. All other work not specified shall be billed as a separate change order on time and materials basis.

Prepared: 04/24/20
Pricing Valid for 30 Days

Job Name: Lots 19 to 26th Demos
Job #: 5300200710
Phase#: Building 597
Submitted To: Genesis Equities LLC  
3405 7th Ave Suite 102  
Marion IA 52302  

Client PO #: 41198  

<table>
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<tr>
<th>Bid Item</th>
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<tbody>
<tr>
<td>1</td>
<td>House demo</td>
<td>LS</td>
<td>1.0000</td>
<td>$14,400.00</td>
<td>$14,400.00</td>
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</table>

This is for demolition and removal of 2245 6th Ave Marion.

Total Proposal: $14,400.00

Billing shall be submitted monthly for work completed to date. Payment due within 15 days. Billing shall be based on actual quantities.
We hereby propose to furnish quality material and labor, complete in accordance with these specifications, at the above stated unitary prices.

Respectfully Submitted By: ___________________________  Date of Proposal: ___________________________

Acceptance of Proposal:

I, ___________________________, (owner/ owners representative of the above specified project do hereby find the terms, specifications, and conditions outlined above to be satisfactory and accept the submitted proposal. Contractor is hereby authorized to perform the work specified. Payments will be made per the terms above.

Signature (owner/ owners representative) ___________________________  Date: ___________________________

Proposal excludes layout or staking, permit or inspection fees, compaction testing fees, correction or unstable materials, rock excavation, dewatering, traffic control, removal/ replacement of trees if any, all taps, erosion control or erosion control reporting, seeding, or fertilizing unless specified above. Excavated materials to be used, as is, for trench backfill. Granular backfill is $45/ton if required, additional trench bottom rock is $17/ton if required. Rock Excavation at $175/ hour. All other work not specified shall be billed as a separate change order on time and materials basis.
AGENDA ITEM TITLE:
E.2 Motion to receive, file and discuss the 2018 Central Corridor 7th Avenue Preliminary Design Project. (TRANS-18-098)

ACTION REQUESTED/RECOMMENDED: Approval of Motion

BUDGET INFORMATION:
Was this expenditure budgeted? Yes Budget Status: On Budget

| Amount:      | $250,000.00 | GL Account: | 301.750.6750 |
| CIP #:       | TRANS-18-098 |

*If multiple accounts, list below in summary

If the matter was not budgeted, explain why funding is requested?
N/A

SUMMARY/EXPLANATION:
Staff recommends receiving, filing and discussing the 7th Avenue Preliminary Design Project.

A copy of the plans are included in the electronic copy of the Council Packet. [3.E.2.a] They are not being printed as they are 686 pages long.

These plans will then be used as a starting point for the 7th Avenue; 8th Street to 12th Street project. These were designed based on the current uptown planning documents including the “pound sign” [#] for the brick streets. Through the RDG contracts many of these items will be discussed with the new uptown planning documents. So, if there are items that Council Members have an opinion on as we step into the next phase please bring them up to staff during the RDG process to develop the new planning documents.

BACKGROUND/PREVIOUS COUNCIL ACTION:
On June 21, 2018, the City of Marion awarded a contract to Anderson Bogert regarding the 2018 Central Corridor-7th Ave. Preliminary Design in an amount of $261,133.00. [Resolution No. 26962]

CONTRACT INFORMATION:

| Original Contract: | $261,133.00 | Amount Expended to Date: | $258,116.83 |
| Total Change Order(s): | $0 | Percent Expended to Date: | 98.84% |
| Total Contract: | $261,133.00 |

STAFF CONTACT:
Michael D. Barkalow, P.E. & L.S.I., City Engineer
319.743.6340
mbarkalow@cityofmarion.org
E.3 Resolution No. ______ approving contract with Anderson Bogert regarding the Central Corridor Improvements 7th Avenue from 8th to 12th Street Design Services in the amount of $338,119. (TRANS-18-098)

ACTION REQUESTED/RECOMMENDED: Approval of Resolution

BUDGET INFORMATION:
Was this expenditure budgeted? Yes
Budget Status: On Budget
Amount: $11,500,000.00
GL Account: 301.750.6750
CIP # TRANS-18-098

If the matter was not budgeted, explain why funding is requested?
The project is in the CIP but is allocated for future years and is being moved up.

SUMMARY/EXPLANATION:
This is the contract for the final construction plans for 7th Avenue from 8th Street to 12th Street.

Inputs will include the preliminary plans just received and filed and a new uptown master plan from RDG. Anderson Bogert and RDG will work concurrently to get the plans completed.

BACKGROUND/PREVIOUS COUNCIL ACTION:
On February 22, 2018 City Council directed staff to solicit Proposals regarding the Central Corridor Streetscape Design.

A committee was formed to develop the scope and to select the consultant. The committee comprised of staff from Engineering, Community Development, Parks, Managers Office and Uptown.

Staff received eight (8) proposals and selected Anderson Bogert as the consultant based on their qualifications.

On June 21, 2018, the City of Marion awarded a contract to Anderson Bogert regarding the 2018 Central Corridor-7th Ave. Preliminary Design in an amount of $261,133.00. [Resolution No. 26962]

CONTRACT INFORMATION:
Original Contract: $338,119.00
Total Change Order(s): $0
Total Contract: $338,119.00

STAFF CONTACT:
Michael D. Barkalow, P.E. & L.S.I., City Engineer
319.743.6340
mbarkalow@cityofmarion.org
AGREEMENT FOR
ENGINEERING AND/OR LAND SURVEYING SERVICES

This AGREEMENT, made and entered into as of this _____ day of __May_____, 2020, by and between City of Marion, Iowa, the CLIENT, mailing address of 1225 6th Avenue, Marion, IA 52302, and Anderson-Bogert Engineers & Surveyors, Inc., the CONSULTANT, for professional services concerning the following PROJECT: Central Corridor Improvements-7th Avenue from 8th Street to 12th Street.

The CLIENT agrees to employ the CONSULTANT to perform services hereinafter enumerated and the CONSULTANT hereby accepts such employment and agrees to perform said scope of services in connection with: Central Corridor Improvements-7th Avenue from 8th Street to 12th Street (hereinafter called the PROJECT).

The CLIENT agrees to furnish to the CONSULTANT full information as to the CLIENT’S requirements including any special or extraordinary considerations for the PROJECT or special services needed, and also to make available pertinent existing data. Any extra services authorized by client will be charged as extra work. This extra work will be based on our standard hourly rates.

The General Terms and Conditions set forth and attached hereto are herein incorporated into and made a part of this AGREEMENT.

Other terms and conditions of this AGREEMENT are as follows: See Attached Scope & Fee

In consideration for services performed by the CONSULTANT covering the work described above, the CLIENT agrees to pay the CONSULTANT on the following basis: (AS CHECKED)

☐ Lump sum in the amount of $338,119.00
☐ Per the attached fee schedule
☐ Others as stated here _____________________________________________________________________

Payment shall be made as per the General Terms and Conditions on a monthly basis unless otherwise indicated in this AGREEMENT.

THIS AGREEMENT represents the entire and integrated AGREEMENT between the CLIENT and the CONSULTANT for the PROJECT described and supersedes all prior negotiations, representations or agreements, either written or oral. THIS AGREEMENT may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

THIS AGREEMENT executed the day and year written above.

FOR CITY OF MARION, IOWA

______________________________

______________________________

FOR ANDERSON-BOGERT ENGINEERS & SURVEYORS, INC.

______________________________

Jeffrey C. Morrow, PE, Principal
TERMS AND CONDITIONS OF SERVICE

1. Agreement.

The agreement and/or proposal, exhibits and schedules (the "Agreement/Proposal") attached hereto and these General Terms and Conditions collectively shall constitute the AGREEMENT between the CLIENT identified in the Agreement/Proposal and Anderson Bogert Engineers & Surveyors, Inc. ("CONSULTANT") in respect to the services to be performed by CONSULTANT (the "Services"). Except as expressly set forth below, these General Terms and Conditions supercede any inconsistent or contradictory provisions contained in the Agreement/Proposal or any offer, contract, purchase order, requisition, notice-to-proceed, or like document regarding CONSULTANT's Services.

2. Standard of Care; Disclaimer of Warranties; Limitation of Services.

a. The CONSULTANT agrees to perform the Services in accordance with the standard of care used by persons of CONSULTANT’s profession practicing under similar circumstances at the same time and in the same locality. All estimates, recommendations, opinions, and decisions of CONSULTANT will be made upon the basis of the information available to CONSULTANT and CONSULTANT’s experience, technical qualifications, and professional judgment.

b. CLIENT acknowledges and agrees that (i) subterraneean conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that CONSULTANT’s data interpretations and recommendations are based solely upon information available to CONSULTANT at the time of assessment; (ii) investigations may disclose the presence of existing geological conditions or other substances, the presence of which may require disclosure to appropriate governmental authorities by CLIENT; (iii) although necessary to perform the Services, investigation methods involve an inherent risk of contamination of previously uncontaminated air, soil and water; (iv) CONSULTANT is not responsible for data, interpretation and/or recommendations by others; (v) all data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the project; and (vi) the extent and scope of Services under this AGREEMENT may be limited by CLIENT’s schedule and financial considerations and that additional services may provide more accurate information in respect to conditions at or near the site.

c. CLIENT acknowledges and agrees that CONSULTANT is not a generator, storer, transporter, arranger for transport or disposer of hazardous or toxic substances, pollutants or contaminants found or identified at the project site. CONSULTANT’s Services do not include any services regarding the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the site. CONSULTANT is only responsible for providing the Services described in the Agreement/Proposal.

3. Information; Third parties; Access to Site.

a. CLIENT represents and warrants that it has or will timely (i) furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site; and (ii) furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions which will be required by CONSULTANT for performance of its services. CONSULTANT shall be entitled to rely upon documents and information provided by CLIENT in performing the Services. CONSULTANT assumes no responsibility or liability for the accuracy or completeness of said documents and information. CLIENT provided documents will remain the property of CLIENT.

b. CLIENT acknowledges and agrees that CONSULTANT may engage the services of independent contractors to perform the work necessary to complete the services. CLIENT agrees that such independent contractors are not agents or employees of CONSULTANT. CONSULTANT will not direct, supervise or control the work of contractors or their subcontractors. CONSULTANT shall be responsible only for its employees on any site. CONSULTANT shall not be responsible for the operations of others or safety at the site.

c. CLIENT shall provide right of entry for CONSULTANT personnel, CONSULTANT subcontractors and all equipment and vehicles necessary to perform services. CONSULTANT will take reasonable measures to minimize damage to property; however, CLIENT understands that some damage may occur, and the cost of repair of such damage shall solely be the responsibility and obligation of CLIENT. CLIENT is responsible for designating the location of below grade structures, foundations, utilities and other subterraneean obstacles. CONSULTANT will take reasonable effort to avoid damage to these items. If these items cannot be located, CONSULTANT, upon CLIENT’s written authorization, and at CLIENT’s cost, will engage feasible locating methods and employ persons to confirm locations. CLIENT agrees to hold CONSULTANT harmless for damages to or damages caused by any subsurface or subterraneean utilities or structures which are not correctly located by CLIENT or which CONSULTANT could not locate using a reasonable standard of care.

4. Fees and Expenses; Payment for Services.

a. In consideration of CONSULTANT’s agreement to provide the Services, CLIENT shall pay to CONSULTANT the fees specified in the Agreement/Proposal and reimburse
b. CONSULTANT will submit invoices to CLIENT no less than on a monthly basis and such invoices are due and payable upon receipt. Any balances that remain unpaid for more than thirty (30) days from the date of invoice shall be subject to an additional charge at the rate of one and one-fourth percent (1 1/4%) per month from the date of the invoice. Payment of invoices is not subject to discounting by CLIENT. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the AGREEMENT between CONSULTANT and CLIENT.

5. Changes or Delays.

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute CONSULTANT’s estimate to perform the Services required under the Agreement/Proposal. Facts may develop that may require a change in the Services to be performed. CONSULTANT will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the Services, whether or not changed by any order, an equitable adjustment shall be made, and the AGREEMENT modified accordingly.

6. Termination.

The term of this AGREEMENT shall commence on the date set forth in the Agreement/Proposal and will continue until the parties’ obligations have been fully performed or the AGREEMENT is sooner terminated. Either party may terminate the AGREEMENT in the event of a material breach that is not cured within thirty (30) days after written notice of such breach. In addition, the parties may mutually agree in writing to terminate the AGREEMENT.

7. Insurance.

CONSULTANT agrees to purchase workers’ compensation insurance and comprehensive general liability insurance. CONSULTANT agrees to purchase additional insurance if requested by CLIENT (presuming such insurance is reasonably available from carriers acceptable to CONSULTANT), provided the costs for additional insurance are reimbursed by CLIENT.

8. Indemnification.

a. CLIENT hereby agrees to indemnify and hold harmless, CONSULTANT and its officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys’ fees, brought by any third party against CONSULTANT which arise directly or indirectly out of this AGREEMENT or the performance of CONSULTANT’S Services hereunder, except arising solely from the gross negligence or willful misconduct of CONSULTANT.

b. CONSULTANT and CLIENT each agree to indemnify and hold the other harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorney’s fees to the extent such claims, losses damages, or expenses are caused by the indemnifying party’s negligent or wrongful acts, or omissions to act.


CONSULTANT agrees to maintain as confidential and not disclose to others without CLIENT’s prior consent all information obtained from CLIENT that was not otherwise previously known to CONSULTANT or in the public domain and is expressly designated by CLIENT in writing to be "CONFIDENTIAL." Notwithstanding the foregoing, this paragraph shall not apply to information that (1) is published or comes into the public domain through no fault of CONSULTANT, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law or order of a court, administrative agency, or other authority with proper jurisdiction.


All documents shall remain the property of the CLIENT during the term of the Agreement and upon completion or termination of the services of the CONSULTANT. Upon completion or termination of the Agreement, the CONSULTANT, if requested by the CLIENT, shall promptly deliver all documents to the CLIENT. The CONSULTANT shall have the right to make and retain copies of the documents for their records. The CLIENT may reuse the documents for other projects at their own risk.


This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Iowa.

12. Severability.

If any provision of this AGREEMENT is determined to be invalid, the offending provision shall be deemed severed from this AGREEMENT and the determination shall not affect the validity of any other clause or provision of this AGREEMENT.

13. Independent Contractor.

CONSULTANT at all times during the term of this AGREEMENT is an independent contractor. CONSULTANT shall not, for any purpose, be deemed an agent, employee, partner or legal representative of CLIENT.


This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, representatives, agents and permanent assigns.

15. Force Majeure.

CONSULTANT will not be liable to CLIENT for CONSULTANT’S failure to fulfill its obligations under this AGREEMENT due to causes beyond CONSULTANT’S reasonable control and without its fault or negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. CLIENT shall pay any additional costs incurred by CONSULTANT in connection with the performance of services under this AGREEMENT that are related to any labor disputes between the CLIENT and any unions representing the employees of the CLIENT.

16. Execution.

If CLIENT is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf certifies that such person is an officer, member, manager or partner thereof, that his or her action was duly authorized by appropriate corporate, company or partnership action, that such action does not conflict with the corporate charter or bylaws, articles of organization or operating agreement, or the partnership agreement, as the case may be, or any
contractual provision binding on such corporation or partnership, and that no consent of any stockholders, members or partners to his or her action is required.

17. Assignment.

CLIENT shall not assign any right, or delegate any obligation, arising under this AGREEMENT without prior written consent of CONSULTANT. CONSULTANT may assign its rights, and delegate its obligations, arising hereunder at any time by providing written notice of such assignment to CLIENT.

18. Entire Agreement; Modifications.

This AGREEMENT contains all the terms and conditions between the parties and supersedes all prior and contemporaneous negotiations, representations, understandings and other agreements, oral or otherwise, that may have been entered into by the parties. All other statements, conditions, covenants, representations, and warranties are merged herein. Any modifications of this AGREEMENT shall be in writing and duly executed by the parties.

19. No Implied Waiver.

Any delay or failure of either party at any time to require performance by the other party of any provision of this AGREEMENT shall not in any way affect the right of such party to require performance. No waiver by either party of any breach of any provision of this AGREEMENT shall be enforceable against such party, unless such waiver is in writing, and no waiver shall be construed to be a waiver of any subsequent breach or of any other right or remedy under this AGREEMENT.

20. Taxes.

CLIENT shall timely pay all applicable sales taxes which are levied upon the Services provided hereunder, in accordance with applicable law.

21. Incorporation of Schedules.

All Schedules attached hereto are incorporated herein by reference and made a part hereof for all purposes as if fully set forth herein.

22. Notices.

Any notice, request, instruction or documents required or permitted to be delivered hereunder shall be in writing and shall be deemed given if delivered personally or by courier service or sent by regular U.S. mail or facsimile to a party at the address set forth in this AGREEMENT or its facsimile number.

23. Dispute Resolution.

CLIENT and CONSULTANT agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, 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.
Central Corridor Improvements
7th Avenue from 8th Street to 12th Street
Anderson Bogert Project No. 220024

Exhibit A
Scope of Services

PROJECT LOCATION AND DESCRIPTION

The project limits shall be on 7th Avenue from 8th Street to 12th Street as well as the side street connections (9th Street, 10th Street, and 12th Street) with sufficient length to develop an adequate transition. The actual expected limits will be very close to the limits identified in the Central Corridor 7th Avenue Preliminary Design Project.

The services shall include the necessary surveying and civil engineering services to develop construction drawings and bid documents for reconstruction of 7th Avenue from 8th Street to 12th Street.

This project will be funded with local City of Marion funding sources. There will be no federal or state funding. SUDAS design standards and specifications as well as City of Marion Supplemental Specifications shall be followed.

EXPECTED TASK LIST
PROJECT MANAGEMENT

1. Develop contract scope, schedule, and fee: Work with City Staff to develop the detailed scope and fee based on the City’s choice of improvements and design services to include in the contract.

2. Monitor project budget, schedule, and modifications to scope: Consultant shall monitor the project scope, schedule, progress, and budget, and will report to the City on a regular basis. The Consultant shall make the City aware of any changes to the scope or problems.

3. Project Meetings: The Consultant shall meet with City and other designers during various phases of the project. Meetings may either be face to face, video conference, or conference calls. The Consultant shall organize the meeting, prepare agendas, and distribute meeting minutes. For budget purposes, it is assumed up to two (2) representatives of the Consultant will attend the meetings.

Kickoff Meeting: The Consultant shall meet with City staff, Uptown Marion, and RDG Planning and Design to discuss the project design, schedule, action items, and responsibilities of all parties.

Streetscape Meetings: Meet up to two (2) times with City staff, RDG, and the developer representatives of the proposed development east of the park.

Check Plans: Meet up to two (2) times with City staff to discuss design elements and comments.
Final Plans: Meet up to one (1) time with City staff during the final plans phase.

**SURVEY / INFORMATION GATHERING**

1. **Review existing plans, studies and reports:** Utilize information from the 7th Avenue Preliminary Design Plans and documents as well as old plans and documents in the uptown area.

   A large private redevelopment is proposed within the uptown project limits east of the park. At this time during the development of this scope of services, the design and construction schedule for that project is unknown. When the development plans are produced and made available, these plans shall be reviewed by the Consultant and relevant information shall be incorporated into the plans. The 7th Avenue Final Design plans and information shall also be coordinated and exchanged with the developer’s design representatives.

   RDG Planning and Design was hired by the City to create a master plan of the uptown area which includes the uptown streetscaping, art in the alley, and parking. Recommendations from this master plan shall be incorporated into the Project plans.

   During the 7th Avenue Preliminary Design, buildings with basement vaults were identified by reviewing old plans and verifying the presence of the vaults by entering the basements. Based on the field investigations, the majority of the vaults appeared to be blocked off from the outside. Only a few may need to be blocked off. However, it is likely most, if not all, of the voids will need to be filled in with sand or another suitable drainable material due to a void present under the sidewalk. The Consultant shall obtain permission from the property owners to enter the basements and take measurements to accurately estimate quantities to be included in the plans. A simple non load bearing wall (concrete block) will likely be constructed to seal off vaults that are not currently sealed off. At this time, it is assumed that a structural engineer will not be needed to design a structural sidewalk slab over any vaults that are still in use.

2. **Topographic survey:** The majority of the topographic survey was completed by the Consultant as part of the 7th Avenue Preliminary Design. Additional topographic survey will be performed on 10th Street near the 8th Avenue intersection, 12th Street north of 7th Avenue, along the north side of the park, and within the 11th Street plaza area. Supplemental topographic survey may be necessary and will be identified and completed as needed during the design.

3. **Right-of-way boundary survey:** The boundary survey was completed by the Consultant as part of the 7th Avenue Preliminary Design. However, additional boundary survey will need to be completed on 8th Avenue near the 10th Street intersection.

4. **Locate existing utilities:** Existing utilities shall be located in the additional areas to be surveyed noted under the Topographic Survey task.

5. **Geotechnical Work:** Incorporate any recommendations from the 7th Avenue Preliminary Design Geotechnical Report.

6. **Private Utility Coordination:** Coordination will be done with private utilities, both underground and overhead, including electric power and communication companies. Extensive utility relocations will be necessary with this project. Discussions with private utilities will include any plans for upgrades, relocations, or consolidating utilities into common corridors such as installing a joint conduit system.
Final plans shall be submitted to the utility companies. The Consultant shall host meetings with the utility companies that have significant relocations to address coordination of those relocations.

7. **City Utility Conduit:** An empty conduit shall be installed on 7th Avenue for future City use. This may be installed in conjunction with a joint conduit system with the private utility companies.

8. **Phase I Archaeological Investigation:** This portion of the project would entail systematic shovel testing along the north edge of City Square Park parallel to the existing sidewalk to determine if there are intact archaeological deposits of potential significance to the Commercial Historic District of which the park is a contributing site. It is anticipated that a single transect will be required to investigate this area. The results of the fieldwork will be summarized in a project report that will make recommendations for either no further archaeological investigation or for avoidance of any potentially significant features associated with the park’s history that may be identified. The Phase I investigation will adhere to the guidelines for Phase I studies in Iowa as revised and approved by the Association of Iowa Archaeologists in 2018. This work shall be completed by Tallgrass Archaeology LLC.

9. **Iowa Site Inventory and Evaluation of three properties located at 835, 840 and 895 7th Avenue:** This portion of the project will entail field photography and historical research pertaining to these three buildings, which are historic age (50 years of age or older) but have not been previously inventoried or evaluated. An Iowa Site Inventory form will be completed for each building, with a summary report presenting the description and evaluation of each property. The report will include evaluation of each property for inclusion in the National Register of Historic Places. These properties would have to have sufficient integrity and historical or architectural significance to be considered individually eligible since all three are located outside of any identified historic district. In addition, recommendations for any potential need for vibration monitoring of the historic buildings within the Marion Commercial Historic District within the project corridor will be identified. This work shall be completed by Tallgrass Archaeology LLC.

**RIGHT-OF-WAY AND EASEMENT DOCUMENTS**

1. **Review the requirements for right-of-way and permanent and temporary easements:** Approximate right-of-way and easement needs were identified in the 7th Avenue Preliminary Design. The Consultant shall confirm the number and size of easements and additional right-of-way needed during the final design.

2. **Provide easement exhibits and right-of-way acquisition plats:** An estimated 18 temporary construction easement exhibits and 3 right-of-way acquisition plats shall be prepared by the Consultant and submitted to the City. The appraisals and acquisitions shall be completed by the City’s appraisal and acquisition services firm. Property pins shall be set for any new acquisitions.

3. **Right-of-Way Acquisition Support:** This task includes identifying any impacts to private property (e.g., sign relocations, parking loss, impacts to landscaping, steps, entrances, private lighting, etc). Simple property impact drawings that convey this information shall be prepared and provided to the City for use during the appraisal and acquisition phase. The drawings shall include aerial photos and existing and proposed right-of-way and/or easements, complete with dimensions. It is anticipated these drawings will be prepared in advance of the property acquisition efforts by the City.
The Consultant shall stake proposed right-of-way acquisitions and easements on up to five (5) properties to assist in demonstrating to the property owner the effects of the project. In the event more than 5 property owners wish to see the proposed right-of-way acquisitions and/or easements, the City shall stake the remaining properties. The Consultant shall provide the CAD line work to the City for their use.

The Consultant shall meet up to five (5) occasions with property owners during right-of-way acquisition to address property owner questions related to the project design. It is anticipated there will be minor drawing revisions and design options developed to accommodate property owner concerns.

4. Monument Preservation: Monument preservation is not included in this contract. This work shall be a standard bid item included in the contract documents. Any new property pins to be set shall be included under the “Provide easement exhibits and right-of-way acquisitions plats” task. This shall be completed after construction is finished.

FINAL PLANS

1. Check and Final Plans: Improvements identified in the 7th Avenue Preliminary Design shall be fully designed and developed into Check and Final Plans. Improvements are expected to include the following: roadway reconstruction, sidewalk and ADA accessible curb ramps and building entrances, pavement in parking areas, driveway and parking lot reconstruction, storm sewer, sanitary sewer, water main, simple sealing of voids or vaults/old coal chutes under the sidewalk (complex openings shall be designed by a structural engineer and will be further investigated in this phase), decorative street lighting, trees and plantings, brick pavers, colored concrete, and decorative planter beds.

A rough drainage analysis was completed with the preliminary design. This drainage analysis shall be updated within the project limits to determine the storm sewer pipe sizes, intake sizes, and intake spacing to reflect the final roadway geometry and elevations.

The Consultant shall incorporate streetscapping elements into the plans. This is anticipated to include brick pavers, colored concrete, trees, planter beds, and benches. The actual design and details shall be provided by others. As discussed in the Survey/Information Gathering task, RDG Planning and Design will be completing a master plan of the uptown streetscaping. The Consultant, RDG, and proposed redevelopment representatives shall review and discuss the results of the master plan and needs of the 7th Avenue Final Design Project and redevelopment project east of the park. Once a plan is in place, a landscape architecture firm shall be hired by the City or amended to this contract to provide the final streetscaping design and details. The Consultant shall incorporate the final design and details into the plans. Elevations and slopes of streetscaping areas shall be designed by the Consultant. The recommended street lighting layout shall be provided by the landscape architecture firm. The Consultant shall provide the electrical wiring plan. At this time, it is assumed that the standard black street light poles in use on 6th Avenue shall be installed. These lights come installed with a receptacle for plugging in Christmas lights or other simple electrical equipment that draw little power. If the City wishes to run larger electrical equipment with higher voltage needs or multiple circuits, this may require a more complex electrical wiring system to be designed by an electrical engineer. This will be considered extra work.
Enhanced pedestrian crossings such as Rectangular Rapid Flashing Beacons (RRFB) may be installed at the 11th Street and/or 12th Street intersections. The Consultant and City shall review the recommendations listed in the traffic study update completed with the 7th Avenue Preliminary Design. Further discussions will be needed regarding the appropriate intersection control at these intersections. The Consultant shall include the appropriate intersection control measures in the bid documents.

Check and Final Plans shall include the following:

- Typical sections
- Tabulations and estimate reference information
- Plan and profiles (roadway, curb and gutter, sidewalks)
- Removals
- Survey control and alignment information
- Right of way and easement sheets
- Traffic control and construction phasing
- Intersection, driveway, and parking lot details
- Jointing Plan
- Storm sewer plan and profile
- Water main plan and profile
- Sanitary sewer plan and profile
- Enhanced pedestrian crossing(s) at 11th Street and/or 12th Street
- Pavement marking and signage plan
- Decorative street lighting plan and details incorporation
- Streetscaping plan and details incorporation (Design and details to be completed by others)
- Sidewalk ramp details
- Special details
- Erosion Control
- Cross Sections

2. **Check Plan Review and Field Review**: City staff shall review the Check Plans and provide review comments to the Consultant. The Consultant shall also perform a quality control review of the check plans. After the plan reviews are completed, the City and Consultant shall perform an on-site field review together.

3. **Final Plans**: Check plan review comments and items identified during the field review shall be addressed in the Final Plans. Prepare special provisions and the project manual for bidding.

4. **Cost Opinions**: Detailed cost opinions shall be prepared and submitted with the Check Plans and Final Plans.

5. **Permits**: The Consultant shall prepare the following permits for the City to submit: Iowa DNR NPDES Stormwater General Permit No. 2, Iowa DNR Water Main Construction Permit, and Iowa DNR Sanitary Sewer Construction Permit.

6. **Bid Period Services**: While the project is out for bids, the Consultant shall assist the City in answering contractor questions, interpreting the plans and specifications, and preparing any addenda. Assume up to two (2) addenda. Provide a letter of recommendation (award concurrence) to the City.
PUBLIC INVOLVEMENT

Public involvement will be an important part of this project due to the multiple small businesses located within the project limits that will be impacted by this project. The City will manage most of the public involvement through the Chamber of Commerce and Marion Uptown. Two meetings with the Uptown business owners were previously held during the 7th Avenue Preliminary Design Phase from which public input was gathered. Public involvement during the Final Design will generally be focused on providing schedule updates, meeting with individual property owners to discuss design and construction phasing, and meeting with individual property owners to discuss easement and/or right-of-way acquisitions.

1. Individual Property Owner Meetings
   a. Meet with individual property owners to discuss specific design elements that relate to their building such as entrance modifications, location of utility service connections, basement vault modifications, etc.
   b. Meet with individual property owners to discuss construction phasing and access issues and concerns. Information such as the following shall be obtained: delivery days and times, alternate building entrances for deliveries or customers, planned events, business hours, etc. Detailed notes will be kept from each meeting.
   c. It is logistically impractical to meet with every property owner. Therefore the Consultant shall only meet with the more critical property owners identified such as restaurants and businesses with a lot of foot traffic. Meet up to fifteen (15) occasions with property owners during the design.

2. Project Mailings and Press Releases: Project mailings and press releases shall be distributed by the City through the Chamber of Commerce and Marion Uptown as well as posted on the City website. The Consultant shall assist the City with providing information to be included in the mailings and press releases. This information will be focused on schedule updates and traffic impacts and communicated during the design phase. Project updates during construction shall be communicated to the public by the City.

3. Public Open House: The Consultant shall attend a public open house hosted by the City. The open house will be held after Final Plans are completed but before construction begins. The intent is to inform the public of the proposed improvements, schedule, and impact to traffic.

CONSTRUCTION PERIOD SERVICES

1. Preconstruction Meeting: The Consultant shall attend the preconstruction meeting hosted by the City.

2. Shop Drawings: The Consultant shall assist with shop drawing and submittal review as needed and will likely involve reviewing more complex items such as enhanced pedestrian crossing equipment, etc. The City shall review the majority of the shop drawings and submittals.

3. Plan Interpretations and Site Visits: The Consultant shall assist the City during construction to address contractor questions regarding the design and/or specifications and contract documents. Consultant anticipates attending up to 8 site visits and answering questions.
4. **Survey Control:** The Consultant will set survey control points for use by the contractor’s surveyor to stake the project.

5. **Project Closeout:** The Consultant will attend a project closeout meeting with City Staff to review the project, how it went, areas to improve, and a general review of the plans, specifications, the design, staging, costs, construction, traffic operations, and other key elements of the project.

6. **Set Property Pins for Acquisition Plats:** Following completion of construction, the Consultant shall set new property pins for properties with acquisition plats. This work is included in the “Right-of-Way and Easement Documents” task.
Exhibit B
Fee Proposal

The estimated fee shall be a lump sum amount of $338,119 estimated approximately as shown below:

- Project Management ................................................................. $10,970
- Survey and Information Gathering .............................................. $26,306
- Right of Way and Easement Documents ..................................... $25,791
- Check, Final Plans, Bid Period Services ........................................ $255,608
- Public Involvement ................................................................. $11,900
- Construction Period Services ...................................................... $7,544

**ESTIMATED TOTAL** ................................................................... $338,119

These costs do not include:

- Fees required for obtaining permits and approvals
- Publication fees
- Easement or Right-of-Way negotiations and/or acquisitions
- Streetscaping design
# Exhibit C

## Estimated Schedule

<table>
<thead>
<tr>
<th>PROJECT TASK</th>
<th>START</th>
<th>COMPLETE</th>
</tr>
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<tbody>
<tr>
<td>Kickoff Meeting</td>
<td>5/28/2020</td>
<td>5/28/2020</td>
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<tr>
<td>Survey and Information Gathering</td>
<td>6/1/2020</td>
<td>6/19/2020</td>
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<tr>
<td>Check plans</td>
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<td>8/28/2020</td>
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<td>Right of way Documents</td>
<td>7/6/2020</td>
<td>7/17/2020</td>
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<td>Review of Check Plans by City</td>
<td>8/31/2020</td>
<td>9/18/2020</td>
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<tr>
<td>Right of way appraisals and acquisitions</td>
<td>7/27/2020</td>
<td>12/4/2020</td>
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<tr>
<td>Final Plans and Bid Documents</td>
<td>8/31/2020</td>
<td>12/4/2020</td>
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<td>Review of Final Plans and Bid Documents by City</td>
<td>12/7/2020</td>
<td>12/18/2020</td>
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<td>Final “Print” Plans and Bid Documents</td>
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<td>Bid Letting</td>
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<td>2/9/2021</td>
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<tr>
<td>Construction (Estimate)</td>
<td>04/01/2021</td>
<td>11/15/2021</td>
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AGENDA ITEM TITLE:
E.4 Resolution No. ___ approving contract and bond with Borst Brothers Construction, Inc. regarding the 2020 Sanitary Sewer Manhole Project in the amount of $114,420.00. (Ann-18-029)

ACTION REQUESTED/RECOMMENDED: Approval of Resolution

BUDGET INFORMATION:
Was this expenditure budgeted? Yes
Budget Status: On Budget
Amount: $410,000
GL Account: 615.260.6750
CIP # ANN-18-029

If the matter was not budgeted, explain why funding is requested?
N/A

SUMMARY/EXPLANATION:
Staff recommends approving contract and bond with Borst Brothers Construction, Inc. regarding the 2020 Sanitary Sewer Manhole Project in the amount of $114,420.00.
On April 14, 2020 the City of Marion received five sealed bids with a low bid from Borst Brothers Construction, Inc. in the amount of $114,420.00 (96.9% of engineers estimate).
See Bid Tab in Council Packet.
The project will include the removal and placement of 9 sanitary sewer manholes. This work replaces existing brick manholes to allow for better access & maintenance of our sanitary sewer system while also limiting ground water from getting into the structures. This is more important due to the flow-based agreement with the City of Cedar Rapids. The locations are determined in conjunction with the Public Service Department based on needs.
Work shall begin no later than July 21, 2020 and be completed within 40 working days.
Liquidated damages in the amount of $300 per day will be assessed for each working day in excess of these schedules.

BACKGROUND/PREVIOUS COUNCIL ACTION:
On 3.19.20 City Council approved the Project Calendar regarding this project.
On 4.23.20 City Council awarded a contract to Borst Brothers Construction, Inc. regarding the 2020 Sanitary Sewer Manhole Project in the amount of $114,420.00.

CONTRACT INFORMATION:
Original Contract: N/A  Amount Expended to Date: N/A
Total Change Order(s): N/A  Percent Expended to Date: N/A
Total Contract: N/A

STAFF CONTACT:
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