

Hall, Renee

From: Haila, John
Sent: Monday, August 26, 2024 10:51 AM
To: Hall, Renee
Subject: Fwd: Teller Avenue utilities
Attachments: Letter to City of Ames on Teller Avenue interchange infrastructure needs 8-26-2024.pdf; 2024.7.19 - AEDC Trunk Sewer Evaluation Proposal.pdf

FYI....

John A. Haila, Mayor
City of Ames

From: Dan Culhane <dan@amesalliance.com>
Sent: Monday, August 26, 2024 9:31 AM
To: Haila, John <john.haila@cityofames.org>
Cc: Schainker, Steve <steve.schainker@cityofames.org>; Bronwyn Beatty-Hansen (bronwynbh@gmail.com) <bronwynbh@gmail.com>; Gartin, Tim <tim.gartin@amescitycouncil.org>; Betcher, Gloria <gloria.betcher@amescitycouncil.org>; Junck, Rachel <rachel.junck@amescitycouncil.org>; amber.corrieri@gmail.com <amber.corrieri@gmail.com>; Rollins, Anita <anita.rollins@amescitycouncil.org>; Boland, Emily <emily.boland@amescitycouncil.org>; Chris Nelson <chris.nelson@nelsonelectric.biz>
Subject: Teller Avenue utilities

[External Email]

Good Morning, Mayor Haila,

Attached is a letter from the Ames Regional Economic Alliance board chair, Chris Nelson, and myself, regarding the need for infrastructure extension in/around the Teller Avenue interchange that is being constructed east of Interstate 35 and south of Prairie View Industrial Center. You will also find an attachment which is a proposal from local engineering firm, Bolton & Menk. The Alliance asked them to provide a proposal to update the 2012 Benesch study on utility expansion in what the City of Ames called the East Ames Industrial Utility Extension Study.

The board of the Alliance sees this as a high priority as this new interchange has immense potential to attract important investment for this part of the community.

 [2012 Benesch Report.pdf](#)

Thank you for your anticipated review and consideration.

Dan Culhane
President & CEO



Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

Dylan Kline
Ames Regional Economic Alliance
304 Main Street
Ames, IA 50010

RE: Ames Industrial Expansion
Sanitary Trunk Sewer Extension

Dear Dylan:

Bolton & Menk, Inc. is pleased to present a proposal to provide engineering services for the preliminary cost estimate and route evaluation for the new trunk sanitary sewer extension on the east side of Highway 30 from the water pollution control plant north to prairie view industrial park.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments please contact me at 515-233-6100 Ext. 2944 or email at greg.broussard@bolton-menk.com

Sincerely,
BOLTON & MENK, INC.

Greg Broussard, P.E.
Principal engineer

Attachments: Scope of Services Budget (2 pages)
Professional Services Agreement (2 pages)

EXHIBIT A

CONSULTANT'S SERVICES

East Ames Industrial Sanitary Sewer Extension

Ames Regional Economic Alliance

July 19, 2024

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide Civil Engineering services for the preliminary cost estimate and route evaluation for the new trunk sanitary sewer extension on the east side of Interstate 35 from the water pollution control plant north to prairie view industrial park.

As the City of Ames continues to grow they are looking for new industrial ground on the east side of Ames. One of the major limits for future growth is the capacity of the existing sanitary sewer. The City does not have enough capacity in their existing sanitary sewer to allow flow from new industrial ground. The City has conducted several studies in the previous 27 years which have discussed the need for additional capacity in eastern Ames to serve a new industrial development.

The first study was completed in 1998 by City of Ames staff. The study provided recommendations how to expand east of Interstate 35 through a 3 phased approach. The second study was completed in 2008 by Stanley Consultants. The 2008 study was a broader look at the entire sanitary sewer system in the City including developing a full system model. The focus on this report was not the east industrial area but it does reference the area and shows a new truck line being routed to the Water Pollution control plan.

The latest study was completed in 2012 by Benesch. This report specifically evaluated scenarios and phases on how to develop utilities east of Interstate 35. It developed cost estimates and preliminary routes for the new truck sanitary sewer.

The scope of the current project will include updating the previous cost estimates and determining the amount of ROW/Easement that will be required to follow the path/route shown in the Benesch report for the truck sewer.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Scope of services

The following pages include a description of the tasks necessary to complete your project.

TASK 1: PRELIMINARY COST ESTIMATE & ROUTE EVALUATION

Bolton & Menk will update the previously completed cost estimate including the following items.

- Evaluate quantities in original cost estimate for accuracy
- Develop new updated costs for each item based on current DOT bid pricing.

- Evaluation of route selection by Benesch to confirm the expansion can be completed utilizing gravity sewer.
- Preliminary evaluation of amount of easement/ROW needed to be acquired for new sanitary trunk sewer.
- Development of routing map with property impacts.

Items provided by the Client

- Previous prepared reports if applicable

ADDITIONAL SERVICES

Consulting services performed other than those authorized under Task 1. shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Sanitary sewer size analysis or plant capacity analysis
2. All other services not specifically identified in the Proposal

FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

Scope of Services	
Total Lump Sum Fee	\$9,400

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

PROFESSIONAL SERVICES AGREEMENT

Bolton & Menk, Inc.

Date of Agreement: 7/18/2024

**1519 Baltimore Dr
Ames, IA 50010
Ph. 515-233-6100**

Bolton & Menk Project No: _____
Project Manager (PM): Greg Broussard
PM Phone No. or Ext.: 515-509-1287

(Hereinafter referred to as "BMI")

Client Name: Ames Regional Economic Alliance Phone No: 515-232-2310
Client Address: 304 Main Str Other Phone: _____
Client Address: _____ Email Contact: _____
City: Ames State: IA Zip: 50010

(Hereinafter referred to as "Client")

Billing Name: _____ Phone No: _____
Billing Address: _____ Other Phone: _____
Billing Address: _____ Email Contact: _____
City: _____ State: _____ Zip: _____

(Insert Billing Address if Different)

Property Owner Name: N/A
Property Owner Address: N/A
Legal Description (or attach): N/A
Scope of Services (or attach): N/A
Fee Arrangement: N/A
Special Conditions: N/A

BMI and CLIENT agree to the Terms and Conditions as stated above and on the reverse side of this Agreement, including Limitation of Liability. The undersigned represents that it is the CLIENT and authorized to accept this Agreement. The undersigned accepts full financial responsibility for all services and costs of collection incurred by BMI, including reasonable attorney fees, in the event of CLIENT'S default, unless "Additional Guarantee of Payment" is also executed by a person(s) or firm guaranteeing payment.

CLIENT acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

OFFERED by Bolton & Menk, Inc.

Greg Broussard, Principal Engineer

Print Name/Title

Gregory Broussard 7/19/2024
Signature and Date

ACCEPTED by CLIENT:

Print Name/Title

Signature and Date

Terms and Conditions

Bolton & Menk (BMI) shall perform the services outlined in this agreement for the stated fee arrangement.

Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and prior to release of deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice. To pay by credit card, please contact us for project number and/or invoice number and enter into our credit card link at: <https://www.e-billexpress.com/ebpp/BoltonMenk/>

Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

Information from Client: Except as otherwise noted, Client agrees to provide BMI with all site information necessary to complete its services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided on the project.

Ownership of Documents: All documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents may not be reused by the Client for any other project or use by others without the written consent of BMI.

Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time. Such certifications are not intended and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot ascertain.

Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

LIEN RIGHTS - IA: Pursuant to the representations by the CLIENT and to the extent permitted by Iowa Law for the improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT.

Termination of Services: This agreement may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.



515.232.2310

AmesAlliance.com

304 Main Street, Ames, Iowa 50010

August 26, 2024

Mayor John Haila
City of Ames
515 Clark Avenue
Ames, IA 50010

Dear Mayor Haila and Members of the Ames City Council,

You are likely aware of the significant investment being made by the Iowa Department of Transportation on U.S. Highway 30 on the eastern edge of Ames, east of Interstate 35. A key element of this investment is a grade-separated interchange on Teller Avenue. The improvements also include considerable frontage road surfaces that will open up a large amount of property for future development, if the utilities are extended to service the properties being enhanced by these new roads and the interchange.

The Ames Industrial Expansion Sanitary Trunk Sewer project is crucial for accommodating the increasing demands of industrial and commercial growth, particularly in east Ames and in the vicinity of the Teller Avenue interchange on U.S. Highway 30. This infrastructure is not just a necessity for current needs but also a strategic investment in our city's future.

A bit of history: the City of Ames engaged Alfred Benesch & Company (Benesch) to conduct a conceptual planning study to analyze the options and costs for extending potable water and sanitary sewer infrastructure to serve the potential development for an expanded area north of East 13th Street and south of U.S. 30. That plan was provided to the City of Ames in February 2012. With that study now in excess of 12 years of age the Ames Regional Alliance asked local engineering firm, Bolton & Menk, what it would cost to update the study from 2012.

Enclosed you will find the original study from 2012 as well as a quote our office received from Bolton & Menk, dated July 19, 2024, for what it would cost to update the 2012 study to figures properly reflecting anticipated costs in 2024.

The expansion of this sewer project will:

Facilitate Economic Growth: By expanding sanitary infrastructure, we will attract more businesses and industrial operations to east Ames and the Teller Avenue area. This, in turn, will create jobs, boost the local economy, and generate additional tax revenue.

Support Infrastructure Development: Extending a new trunk line directly from the development area to the sanitation facility will enable further development projects, such as new commercial spaces and residential areas, to proceed smoothly. This is essential for keeping pace with the city's growing population and economic activities.

Prepare for Future Needs: Investing in this infrastructure now will prepare us for future growth and reduce the likelihood of more expensive upgrades or emergency interventions later on.

Given the importance of this project, we respectfully urge the City Council to prioritize and allocate the necessary funds to update the report and work with the Ames Regional Economic Alliance to find the funding necessary to ultimately upgrade and expand the sanitary service, so the opportunities for development are maximized.

The new interchange will soon be completed and fully operational on U.S. Highway 30 and should be ready for private sector development. At this time, we are asking you to update the data so that we can collectively work to find a solution to broaden the infrastructure and help our community grow. Your leadership in this matter will greatly benefit our community and pave the way for sustained prosperity and growth.

Thank you for your attention to this important issue. We are confident that with your support, Ames will continue to thrive.

Sincerely,



Chris Nelson
Board Chair
Ames Regional Economic Alliance



Daniel A. Culhane
President & CEO
Ames Regional Economic Alliance

CC: Bronwyn Beatty-Hansen, Ward I
Tim Gartin, Ward II
Gloria Betcher, Ward III
Rachel Junck, Ward IV
Amber Corrieri, At-Large
Anita Rollins, At-Large
Emily Boland, Ex-Officio
Steve Schainker, City Manager



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