

Task Order No. 2070-20B

**Task Order No. 2070-20B,
consisting of five (5) pages.**

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated February 18, 2016 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title:** CIP-5 & 6: NE & SW Wastewater Treatment Facility (WWTF) Concrete Structures Repair – Oskaloosa, Iowa
- B. Description:** The City of Oskaloosa has budgeted for Northeast Wastewater Treatment Facility (NE WWTF) and Southwest Wastewater Treatment Facility (SW WWTF) Concrete Structures Repair in accordance with the City's Capital Project Detail (Project Number 8015-128 CIP-5 & CIP-6). The latest structural evaluation (December 2019) showed repairs necessary to several concrete tanks constructed in the 1970s to remain in operation through 2027. This Task Order includes the design and construction phase services as identified below associated with projects for CIP-5 and CIP-6 improvements. The improvements generally consist of:

CIP-5: NE WWTF Concrete Structures Repair

- Primary Clarifier:
 - Design and detail proposed repairs for 71± cracks in exterior above grade walls.
 - Design and detail proposed repairs for large holes (due to spalled concrete) in exterior above grade walls (estimate one (1) area).
 - Design and detail proposed repairs for spalling concrete at effluent box including area inside effluent launder in contact with wastewater.
 - Design and detail proposed repairs for cracked wall at metal stairs.
 - Design and detail repair for cracked bridge pier on north side of tank.
- Final Clarifier 1:
 - Design and detail proposed repairs for 30± cracks in exterior above grade walls.
 - Design and detail proposed repairs in areas of spalled concrete in exterior above grade walls (estimate one (1) at metal handrail support).

CIP-6: SW WWTF Concrete Structures Repair

- Primary Clarifier:
 - Design and detail proposed repairs for 26± cracks in exterior above grade walls.
- Final Clarifier 1:
 - Design and detail proposed repairs for 40± cracks in exterior above grade walls.
 - Design and detail proposed repairs in areas of spalled concrete at corner of concrete pier support (estimate one (1)).
 - Design and detail proposed repairs in areas of spalled concrete on east end near effluent box including areas inside launder in contact with wastewater (estimate one (1)).
- Final Clarifier 2:
 - Design and detail proposed repairs for 43± cracks in exterior above grade walls.
 - Design and detail proposed repairs in areas of cracked bridge support pier on west end near metal stairs.

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- Chlorine Contact Tank:
 - Design and detail proposed repairs on exterior cracked west wall near metal stairs.
 - Design and detail proposed repairs on interior cracked west wall near metal stairs.

1. Services of Engineer - Services of Engineer for this Task Order No. 2070-20B 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 – This phase is not applicable (not included in this Task Order).

A1.02 Preliminary Design Phase - As per Exhibit A, but with the following additions or modifications:

A.1.02. Delete Items A1.02.A.4 through A1.02.A.6 and insert the following:

4. Preliminary design tasks shall take place in advance of final design, but shall not include a separate set of preliminary design documents for review with the Owner due to the small scale of this phase.

A1.03 Final Design Phase - As per Exhibit A, but with the following additions or modifications:

A.1.03 Insert the following after Item A1.03.A.5:

6. Final design shall not include any design review meetings with staff due to the small scale of this project. Final design drawings shall be emailed to the City for review/comments prior to submittal to any Contractor's for review and quotation.
7. Engineer shall furnish up to six (6) paper copies and an electronic PDF of the Final Design Phase documents and any other deliverables to Owner.
8. This Work may be incorporated as a change order into the CIP 1 project currently underway. As an alternate, up to two (2) prime contracts (one (1) for the NE WWTF and one (1) for the SW WWTF) may be issued to Contractors for Work designed or specified by Engineer.

A1.04 Bidding or Negotiating Phase - As per Exhibit A, but with the following additions or modifications:

- A.1. It is anticipated that this Work may be incorporated as a change order into the CIP 1 project currently underway. As an alternate, up to two (2) individual projects for the NE and SW WWTFs shall be required. Each project shall be below the competitive bid threshold and shall be required to comply with the competitive quotation procedures. Projects shall not require bid bonds, but shall require performance and payment bonds be provided. Engineer shall provide the following additional Bidding or Negotiating Phase tasks and deliverables as listed below (if required).
 - a. Prepare Notice of Invitation for Competitive Quotations for publication by Owner.
 - b. Attend one (1) onsite pre-quotation meeting with contractors (if required).
 - c. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - d. Prepare and distribute signatory copies of the Notice to Proceed.
 - e. Bidding/Quotation Documents – Engineer shall prepare and distribute a sufficient number of paper copies of project documents (including drawings, plans, specifications, and addenda) to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. Owner

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shall pay for the cost of reproduction and distribution of sufficient number of Bid Document sets. Electronic distribution of project documents will also be provided.

A1.05 Construction Phase - As per Exhibit A, but with the following additions or modifications:

A.1.05 Delete A1.05.A.2. as RPR services shall not be provided for this Project.

A.1.05 Delete A1.05.A.3. as Independent Testing Laboratory services shall not be required for this Project.

A.1.05 Following A1.05.A.6.b. insert the following:

- c. Construction progress meetings shall not be required due to the small scale and short duration of this project..

A1.06 Post-Construction Phase - This phase is not applicable (not included in this Task Order).

A1.07 Commissioning 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. Record drawings will not be provided from the Engineer for this Project, but shall be required to be provided by the Contractor for the Owner's records if requested by the Owner.

2. Owner's Responsibilities - Owner Responsibilities for this Task Order shall be as per Exhibit B of the Master Agreement and as modified below:

B.2.01 Following B2.01.Q. insert the following:

R. The Owner shall pay for all permit fees (if any) associated with the project. Such fees are not included in this contract.

S. The Owner shall pay for any Special Inspections and materials testing (if any) required during the construction phase.

3. Times for Rendering Services

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. The Engineer shall complete the Basic Services within the estimated timeframes as listed below following authorization to proceed from the Owner.

<u>Phase</u>	<u>Anticipated Dates</u>
Design Phase	Janury to February 2020
Bidding Phase	February to March 2020
Construction Phase	March to May 2020

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4. Payments to Engineer

Payments to Engineer shall be in accordance with Exhibit C of the Master Agreement. Engineering fees shall be based on “Method B – Standard Hourly Rates” in the estimated amount of:

	Fee Basis	Amount
Basic Services		
CIP-5: NE WWTF Concrete Structure Improvements		
Design & Bidding Phase	Method B. Standard Hourly Rates + Reimbursable Expenses	\$12,000 (Not to Exceed)
Construction Phase	Method B. Standard Hourly Rates + Reimbursable Expenses	\$6,000 (Not to Exceed)
Additional Services		To Be Determined, if needed
CIP-6: SW WWTF Concrete Structure Improvements		
Design & Bidding Phase	Method B. Standard Hourly Rates + Reimbursable Expenses	\$14,000 (Not to Exceed)
Construction Phase	Method B. Standard Hourly Rates + Reimbursable Expenses	\$8,000 (Not to Exceed)
Additional Services		To Be Determined, if needed

Notes:

- (1) Standard hourly billing rates and charges for 2019 are included on Attachments 2 and 3.

5. Engineer’s Consultants:

- 1) Structural Engineers, P.C.

6. Engineer’s Liability:

- 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.

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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:

- 1) City's Capital Project Detail (Project Number 8015-128)
- 2) FOX Engineering 2019 Standard Hourly Billing Rates
- 3) Structural Engineer's, P.C. 2019 Standard Hourly Billing Rates

9. Other Documents Incorporated by Reference: None

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 January 6, 2020.

Engineer

FOX Engineering Associates, Inc.

Laurie A.S. Twitchell 12/22/19
Signature Date

Laurie A.S. Twitchell, P.E. BCEE
Name

Principal
Title

Designated Representative for Task Order:

Laurie A.S. Twitchell, P.E.
Name

Principal/Project Manager
Title

FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107 Ames, IA 50010
Address

lat@foxeng.com
E-Mail Address

515-233-0000
Phone

515-233-0103
Fax

Owner

Signature Date

Name

Title

Designated Representative for Task Order:

Name

Title

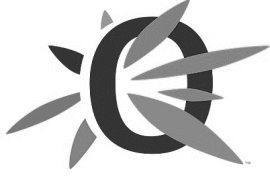
City of Oskaloosa, Iowa
Address

E-Mail Address

Phone

Fax

CAPITAL PROJECT DETAIL



**Department
Public Works - Wastewater**

Wastewater facility plan - short term improvements

Project Number: 8015-128	Project Start Date: Jul-17
GL Number: Fund 617	Project Completion Date: Jun-22
Funding Source(s): Fund 617 - Sanitary Sewer Capital	Project Location: North & South Plants

Previous Years	FY20	FY21	FY22	FY23	FY24	FY25	Total
\$283,584	\$1,538,971	\$163,800	\$9,400	\$0	\$0	\$0	\$1,995,755

This fund will be used to complete short-term improvements recommended in the Wastewater Facility Plan completed by Fox Engineering in 2017. These improvements will be staged over 5 years from FY17 to FY22.

	By Project	Previous Years	FY20	FY21	FY22	Total (FY17-22)
Pre-Design Evaluation	Design	\$ 79,750.00	\$ -	\$ -	\$ -	\$ 79,750.00
	Sub-total	\$ 79,750.00	\$ -	\$ -	\$ -	\$ 79,750.00
Old Animal Shelter Demolition	Construction Contractor	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00
	Sub-total	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00
CIP-1: NE & SW WWTF Improvements	Design	\$ 123,198.34	\$ -	\$ -	\$ -	\$ 123,198.34
	Inspection & Engineering Costs	\$ 25,902.90	\$ 101,898.76	\$ 3,000.00	\$ 7,300.00	\$ 138,101.66
	Construction Contractor	\$ 46,232.70	\$ 1,232,572.30	\$ -	\$ -	\$ 1,278,805.00
	Sub-total	\$ 195,333.94	\$ 1,334,471.06	\$ 3,000.00	\$ 7,300.00	\$ 1,540,105.00
Notes: CIP-1 includes NE WWTF Improvements for Final Pump Stn. Wet Well Improvements, Grit Removal Equipment Replacement, & Mechanical/HVAC; and SW WWTF Improvements for Mechanical/HVAC Improvements & Digester Boiler Improvements.						
CIP-2: NE&SW Plants Concrete Structures Annual Evaluations	Design	\$ -	\$ 4,200.00	\$ 2,100.00	\$ 2,100.00	\$ 8,400.00
	Sub-total	\$ -	\$ 4,200.00	\$ 2,100.00	\$ 2,100.00	\$ 8,400.00
CIP-3: NE WWTF Electrical Improvements	Design	\$ -	\$ 35,200.00	\$ -	\$ -	\$ 35,200.00
	Inspection & Engineering Costs	\$ -	\$ 10,000.00	\$ 9,800.00	\$ -	\$ 19,800.00
	Construction Contractor	\$ -	\$ 51,000.00	\$ 47,400.00	\$ -	\$ 98,400.00
	Sub-total	\$ -	\$ 96,200.00	\$ 57,200.00	\$ -	\$ 153,400.00
CIP-4: SW WWTF Electrical Improvements	Design	\$ -	\$ 37,100.00	\$ -	\$ -	\$ 37,100.00
	Inspection & Engineering Costs	\$ -	\$ 11,000.00	\$ 11,900.00	\$ -	\$ 22,900.00
	Construction Contractor	\$ -	\$ 36,000.00	\$ 32,400.00	\$ -	\$ 68,400.00
	Sub-total	\$ -	\$ 84,100.00	\$ 44,300.00	\$ -	\$ 128,400.00
CIP-5: NE WWTF Improvements (Primary Clarifier, Final Clarifier 1, and Trickling Filter Concrete Repair)	Design	\$ -	\$ 10,000.00	\$ 3,000.00	\$ -	\$ 13,000.00
	Inspection & Engineering Costs	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
	Construction Contractor	\$ -	\$ -	\$ 21,000.00	\$ -	\$ 21,000.00
	Sub-total	\$ -	\$ 10,000.00	\$ 31,000.00	\$ -	\$ 41,000.00
CIP-6: SW WWTF Improvements (Primary Clarifier and Final Clarifier 1&2 Concrete Repair)	Design	\$ -	\$ 10,000.00	\$ 3,000.00	\$ -	\$ 13,000.00
	Inspection & Engineering Costs	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
	Construction Contractor	\$ -	\$ -	\$ 16,200.00	\$ -	\$ 16,200.00
	Sub-total	\$ -	\$ 10,000.00	\$ 26,200.00	\$ -	\$ 36,200.00
Total Summary	Design	\$ 202,948.34	\$ 96,500.00	\$ 8,100.00	\$ 2,100.00	\$ 309,648.34
	Inspection & Engineering Costs	\$ 25,902.90	\$ 122,898.76	\$ 38,700.00	\$ 7,300.00	\$ 194,801.66
	Construction Contractor	\$ 54,732.70	\$ 1,319,572.30	\$ 117,000.00	\$ -	\$ 1,491,305.00
	Total	\$ 283,583.94	\$ 1,538,971.06	\$ 163,800.00	\$ 9,400.00	\$ 1,995,755.00

BUDGET APPROVA *This will be completed by City Clerk's Office

Amend FY 18 3/5/2018

FY 3/5/2018 FY 20 _____ FY 21 _____ FY 22 _____ FY 23 _____



2019 Fee Schedule

<u>Staff Category</u>	<u>Hourly Billing Rate</u>
Engineer	\$118.00
Project Engineer	\$146.00
Senior Project Engineer	\$166.00
Project Manager	\$183.00
Senior Project Manager	\$207.00
Principal I	\$218.00
Principal II	\$240.00
Engineering Technician I	\$81.00
Engineering Technician II	\$91.00
Engineering Technician III	\$101.00
Engineering Technician IV	\$121.00
Engineering Technician V	\$138.00
Administrative Assistant I	\$69.00
Administrative Assistant II	\$84.00

Hourly billing rates include salary costs, normal employee benefits, overhead, profit, and general office expenses such as telephone, facsimile, photocopy, word processing, postage, and basic supplies.

Listed rates are effective through December 31, 2019.

BILLABLE EXPENSES: Billable expenses include specialty vehicles (\$0.65/mile) and use of personal vehicles (at current IRS rate). A listing of all billable expense charges is available as applicable.

REIMBURSABLE EXPENSES: Reimbursable expenses include costs for meals and lodging when overnight stay is required for the project, costs for special mailing/printing, costs for materials and supplies purchased for specific use on the project, and costs of outside consultants used on the project.

STRUCTURAL ENGINEERS, P.C.

2019 PROFESSIONAL FEES

PRINCIPAL:	\$190.00/hour
SENIOR ENGINEER:	\$150.00/hour
ENGINEER I:	\$150.00/hour
ENGINEER II:	\$130.00/hour
TECHNICIAN I:	\$100.00/hour
TECHNICIAN II:	\$80.00/hour
CLERICAL:	\$50.00/hour

All office costs such as computer time, etc. are included in the hourly rates listed above. Direct expense items such as travel costs, printing, overnight shipping, etc. are directly billed.