

# Task Order No. 2070-20A

**Task Order No. 2070-20A,  
consisting of four (4) 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:** NE & SW Wastewater Treatment Facilities (WWTFs) NPDES Permit Renewals – Oskaloosa, Iowa
- B. Description:** The City of Oskaloosa has requested assistance with preparation of the National Pollutant Discharge Elimination System (NPDES) Permits renewals for the NE WWTF (Iowa NPDES Permit #6273001) and SW WWTF (Iowa NPDES Permit #6273002). Both permits expire November 30<sup>th</sup>, 2020 with permit renewal applications due June 1, 2020. This Task Order includes assistance with preparation of the NPDES Permit renewal applications (see detailed tasks under Additional Services below).
- 1. Services of Engineer** - Services of Engineer for this Task Order No. 2070-20A 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** - This phase is not applicable (not included in this Task Order).
- 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 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, but with the following additions or modifications:

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Insert the following after A2.01.A.28.:

29. Consultation services for assistance with preparation of the **NE WWTF NPDES Permit renewal application**. Tasks include the following:
  - a. Coordinate with the city to prepare a Draft NPDES Permit Application for review and comment by the city. Draft NPDES Permit sections shall include the following:
    - 1) Part A - Basic Application Information for Municipal and Semi-Public Facilities
    - 2) Part B - Expanded Effluent Testing Data
    - 3) Part C - Toxicity Testing Data (WET Testing Compilation)
    - 4) Part D - Industrial User Discharges and RCRA/CERCLA Wastes
    - 5) Part F – Certification
  - b. Coordinate with the city on all required effluent testing data to be submitted with the NPDES permit.
  - c. Coordinate with the city on all required documentation to be attached with the NPDES Permit.
  - d. Prepare all required vicinity/outfall maps and process schematics in coordination with the city.
  - e. Review existing plant monthly operation reports (MORs) for the past 12 months to determine average daily flows and as needed.
  - f. Prepare a Final NPDES Permit Application for signature by the city and submittal to the IDNR.
    - 1) Draft NPDES Permit application to be submitted to the city for review 4 weeks in advance of the permit application deadline (June 1, 2020) contingent upon availability of all required effluent testing data for incorporation into the application. Upon receipt of any comments from the city, a Final NPDES Permit Application would be prepared for signature by the city and submittal to the IDNR in accordance with the deadline.
30. Consultation services for assistance with preparation of the **SW WWTF NPDES Permit renewal application**. Tasks include the following:
  - a. Engineering services for the SW WWTF NPDES Permit Renewal assistance shall be identical to those listed under A2.01.A.29 for the NE WWTF NPDES Permit Renewal assistance.

**2. Owner's Responsibilities** - Owner's responsibilities shall be as described in Exhibit B in the Master Agreement between Owner and Engineer.

### **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.

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Phase	Anticipated Dates
Additional Services – Consultation for NPDES Permits Renewal Application	January to May 2020

## 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
<b>Basic Services</b>		
<b>NE WWTF NPDES Permit Renewal Assistance</b>		
Additional Services (Consultation for NE WWTF NPDES Permit Renewal Assistance)	Method B. Standard Hourly Rates + Reimbursable Expenses	\$3,900 (Not to Exceed)
Additional Services		To Be Determined, if needed
<b>SW WWTF NPDES Permit Renewal Assistance</b>		
Additional Services (Consultation for SW WWTF NPDES Permit Renewal Assistance)	Method B. Standard Hourly Rates + Reimbursable Expenses	\$3,900 (Not to Exceed)
Additional Services		To Be Determined, if needed

Notes:

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

## 5. Engineer’s Consultants: None

## 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) FOX Engineering 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 17<sup>th</sup> 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



## 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.