

Task Order No. 2070-21B

**Task Order No. 2070-21B,
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 Wastewater Treatment Facility (WWTF) Biotic Ligand Model for Copper Compliance - City of Oskaloosa, Iowa
 - B. Description:** The NE WWTF has been experiencing periodically high effluent copper levels increasingly in 2020. There is a concern that effluent copper levels may continue similar to 2020 resulting in violations of effluent copper limits that went into effect November 1, 2020. This Task Order is for preparation of a Work Plan and Final Report for IDNR consideration of a site-specific application of the Biotic Ligand Model (BLM) as a potential means of increasing effluent copper limits for obtaining copper compliance. This Task Order also includes incorporation of a Metal Translator Analysis for application of field measured total recoverable to dissolved copper ratios as another potential means of increasing effluent total copper limits.
- 1. Services of Engineer** - Services of Engineer for this Task Order No. 2070-21B 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).

Task Order No. 2070-21B

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:

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

29. Consultation services for preparation of a Work Plan and Final Report for IDNR consideration of the site-specific application of the Biotic Ligand Model (BLM) and Metal Translator as a potential means of increasing effluent copper limits for obtaining copper compliance. Tasks include the following:
 - a. Submission of a proposed Work Plan for Biotic Ligand Model (BLM) and Metal Translator to IDNR which includes:
 - i. Details regarding the location and limits of data collection and analysis.
 - ii. Proposal of two options for the specific version of the BLM that is deemed appropriate for this situation.
 - iii. Proposal for option of Metal Translator option that is deemed appropriate.
 - b. Preparation and submittal of a Preliminary Final Report to the IDNR following a 6-month period of bimonthly sampling.
 - c. Preparation and submittal of a Final Report to IDNR following one (1) year of bimonthly sampling.

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.

Phase	Anticipated Dates
Additional Services – Consultation for NE WWTF Biotic Ligand Model for Copper Compliance	April 2021 – December 2022

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:

Task Order No. 2070-21B

	Fee Basis	Amount
Basic Services		
Additional Services (Consultation for NE WWTF Biotic Ligand Model for Copper Compliance)	Method B. Standard Hourly Rates + Reimbursable Expenses	\$2,500 (Not to Exceed)
Additional Services		To Be Determined, if needed

Notes:

- (1) Standard hourly billing rates and charges for 2021 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.

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 2021 Standard Hourly Billing Rates

9. Other Documents Incorporated by Reference: None

Task Order No. 2070-21B

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 _____.

Engineer

FOX Engineering Associates, Inc.

Laurie A.S. Twitchell 4/20/21
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



414 South 17th Street, Suite 107
 Ames, Iowa, 50010
 515-233-0000
 info@foxeng.com
 www.foxeng.com



2021 FEE SCHEDULE

Staff Category	Hourly Billing Rate
Engineer	\$124.00
Project Engineer	\$154.00
Senior Project Engineer	\$174.00
Project Manager	\$191.00
Senior Project Manager	\$215.00
Principal I	\$226.00
Principal II	\$250.00
Engineering Technician I	\$85.00
Engineering Technician II	\$95.00
Engineering Technician III	\$107.00
Engineering Technician IV	\$118.00
Engineering Technician V	\$146.00
Administrative Assistant I	\$71.00
Administrative Assistant II	\$86.00

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, 2021

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.