

This is Task Order No. 3406-18A-1, consisting of 4 pages.

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated September 15, 2008 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: Oelwein 2020 Watermain Improvements** (SRF #FS-33-19-DWSRF-030)
- B. Description:** Portions of the City of Oelwein’s existing water distribution system have experienced numerous water main breaks at several locations and a number of water mains are 4-inch (current IDNR minimum is 6-inch). The City applied and received CDBG funding in the amount of \$600,000. The following is the summary of the total project budget for the five (5) priority water main replacement projects:

PROJECT AREA	TOTAL PROJECT BUDGET	PROJECT AREA DESCRIPTION
PROJECT #1	\$81,000	1st ST SE (Hillside Dr E to 12th AVE SE)
PROJECT #2	\$343,000	12 AVE SE (E Charles ST to Water Tower)
PROJECT #3	\$309,000	1st ST NE (8th AVE NE to 13th AVE NE)
PROJECT #4	\$333,000	5th ST SE (5th AVE NE to 9th AVE NE)
PROJECT #5	\$195,000	6th AVE SE (5th ST SE to 7th ST SE)

Total Project Budget is \$1,286,544 of which CDBG will cover \$600,000. Oelwein Project Budget is \$686,544. This Task Order is for final design, bidding, and construction administration services.

- 1. Services of Engineer** - Basic Services of Engineer shall be as per Exhibit A except as modified below:
 - a. A1.01 (Study and Report Phase)** – Completed (Task Order 3406-18A)
 - b. A1.02 (Preliminary Design Phase)** – Not required.
 - c. A1.03 (Final Design Phase)** - As per exhibit A, but with the following additions:
 - 1. Include the following as part of Final Design Phase:
 - a. Topographic survey for 5 project areas (assumes no Boundary Survey).
 - b. Coordination of Geotechnical Services (if needed).
 - c. Storm Water Pollution Prevention Plan (SWPPP) & NPDES Permit.
 - d. IDNR Water Construction Permit Application (Fee paid by the City, not included in our scope).
 - e. The final design plans will include cover page, specifications, standard notes, details, removal plans, horizontal & vertical profiles for the water main, and traffic control/staging plans. FOX will submit 50%, 90%, and 100% design milestones for City comments and revisions.
 - f. Technical Specifications per Oelwein Standards and SUDAS.
 - g. Opinion of Probable Construction Cost.
 - h. Task Order has been prepared based on one (1) prime construction contract.
 - 2. Meetings
 - a. Staff Meetings (3)
 - b. Utility coordination meeting (1)
 - c. Presentation of project to public
 - d. Presentation of final design to City Council
 - 3. Furnish three (3) paper review copies and an electronic PDF of the construction plans and specifications at 50%, 90%, and 100% milestones.

d. A1.04 (Bidding Phase) - As per exhibit A, but with the following additions:

1. The Engineer shall provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
 - b. Review supplier submittals for pre-approval of base bid equipment and materials.
 - 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.
2. The Engineer will attend the bid opening, review and tabulate the bids, and write a recommendation of award. The Engineer will attend the Council Meeting for the public hearing and consideration of award of the contract.
3. Bidding Documents - The Engineer shall prepare and distribute electronic and 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.

e. A1.05 (Construction Phase) - As per exhibit A, but with the following additions:

1. The Engineer shall administer the preconstruction meeting and no more than 5 progress meetings & site visits.
2. RPR Services (as per Exhibit D) shall be full time observation based on an estimated 3.5 months (560 total hours). RPR Services include SWPPP observation services.
3. The Engineer shall provide all construction staking as per SUDAS.
4. The Engineer shall prepare the final punchlist and will attend the Council Meeting for substantial and final completion.
5. The Contractor shall furnish record drawings to the Engineer. The Engineer will add the record information to the plans and submit three (3) paper copies and a digital pdf of the Record Drawings. An electronic version will be made available for incorporation into the Owner's GIS system.

f. A1.06 (Post Construction)

1. The Contractor shall furnish record drawings to the Engineer. The Engineer will add the record information to the plans and submit three (3) paper copies and a digital pdf of the Record Drawings. An electronic version will be made available for incorporation into the Owner's GIS system.

g. Part 2 (Additional Services) - As per exhibit A except for services specifically identified in this document as part of other phases of work.

1. Funding Assistance - Funding Administration will be by others. The Engineer shall provide funding assistance as described in the Master Agreement under A2.01.A.1 and other services required to comply with funding requirements as requested by the Owner. All time and expenses associated with submittal, review and design modifications associated with project funding shall be included in this phase.
2. Meeting with Property Owners - The Engineer shall prepare property owner exhibits, attend meetings, and provide minutes of said meeting as requested by the Owner.
3. If requested by Owner, Engineer will prepare for and participate in other public meetings.

2. Owner's Responsibilities - As per Exhibit B, but with the following additional responsibilities:

1. The Owner shall be responsible for all property and easement acquisitions as per B.2.01.C.3, if required.
2. The Owner shall be responsible for obtaining the services of a geotechnical firm for completion of geotechnical investigations.
3. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

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 services. The following schedule is estimated based on a December 9, 2019 signed Agreement:

<u>Phase</u>	<u>Completion Date</u>
Funding Assistance	As required
Final Design Phase	March 31, 2020
Bidding Phase	April 21, 2020 (Bid Date)
Construction Phase	Estimated to occur May 2020 to October 2020
Post-Construction Phase	As required

4. **Payments to Engineer** - As per Exhibit C and as follows:

Phase	(Hourly/Lump Sum)*	Amount
Final Design Phase Services	Method A: Lump Sum	\$75,000
Bidding Phase Services	Method A: Lump Sum	\$10,000
Bidding Documents	Method C: \$50 Each	\$500 (estimated)
Construction Administration Services	Method A: Lump Sum	\$42,000
Resident Project Representative Services	Method B: Standard Hourly Rates	\$56,000 (estimated)
Construction Staking	Method A: Lump Sum	\$18,000
Post Construction & Record Drawings	Method B: Standard Hourly Rates	\$6,000 (estimated)
Funding Assistance	Method B: Standard Hourly Rates	\$2,000 (estimated)

Notes:


- Iowa Law requires that sufficient paper copies of bidding documents be provided at no cost to bidders, suppliers, and subcontractors who request such paper documents; and all costs associated with the reproduction and distribution of paper and electronic bidding documents are to be paid by the Owner. Engineer will invoice Owner for all such document costs as a Reimbursable Expense.
- Method A Lump Sum fees noted above include appropriate amounts for direct expenses for each item.
- Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts, but will not exceed the estimated amount without prior approval by the Owner.
- The total of the lump sum fees is \$145,000.
- The total of the hourly estimated fees is \$64,500.
- The total lump sum and hourly estimated fees is \$209,500.

5. **Engineer's Consultants** - None
6. **Other Modifications to Master Agreement** - None
7. **Attachments** – 2020 Watermain Replacement Project Overview Map
8. **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 _____, 2019.

Engineer

 12.3.2019
Signature Date

John Gade, P.E.
Name

Project Manager
Title

Designated Representative for Task Order:

John Gade, P.E.
Name

Project Manager
Title

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515-233-0000
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Owner

Signature Date

Dylan Mulfinger
Name

City Administrator
Title

Designated Representative for Task Order:

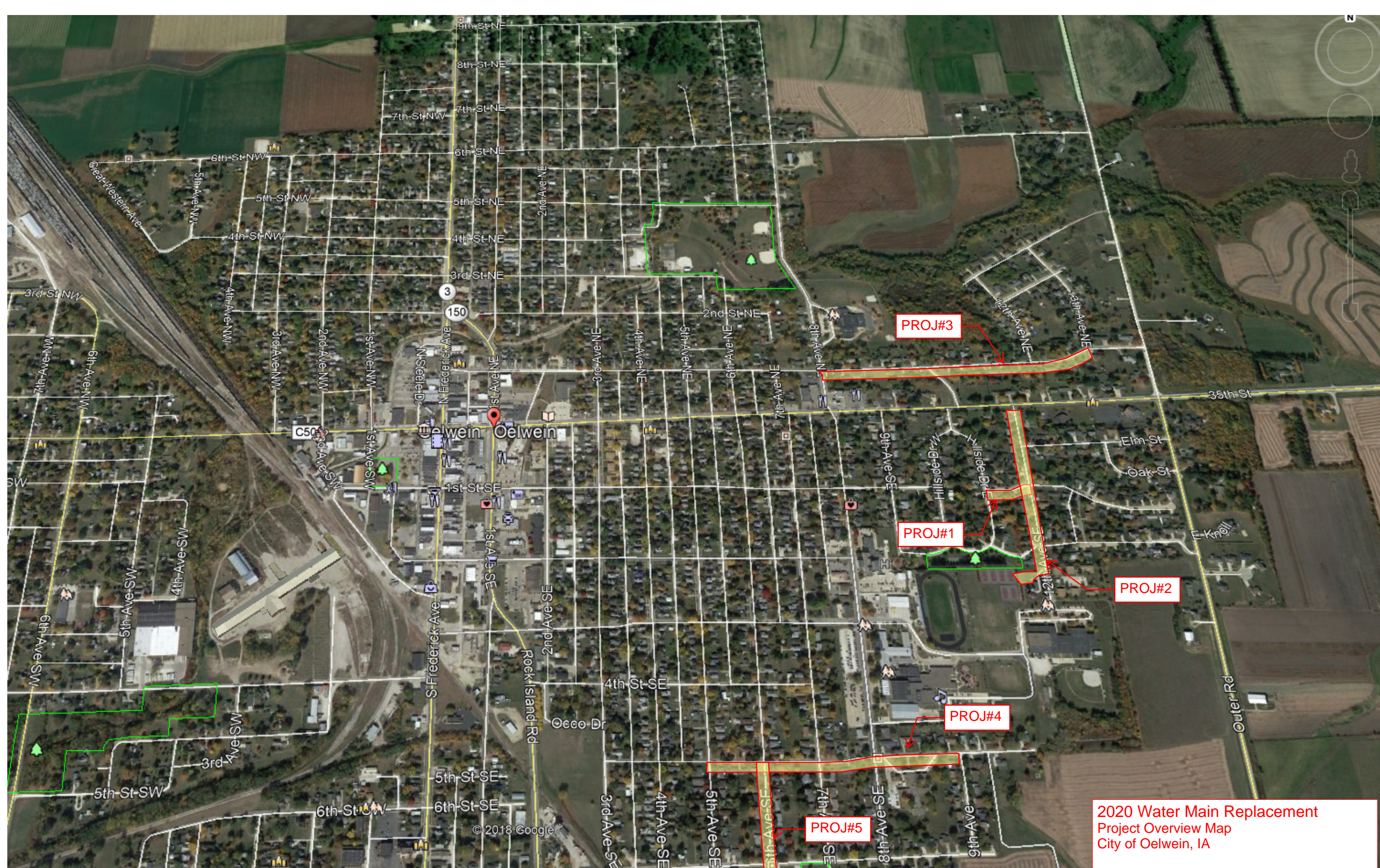
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2020 Water Main Replacement
Project Overview Map
City of Oelwein, IA