

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:

Task Order No. 13 – Oelwein West Water Tower Painting, dated August 26, 2013, is hereby terminated and replaced with this Task Order No. 3406-19A. This task order extends the effective date of the September 15, 2008 Master Agreement through the end of the services of this Task Order.

Specific Project Data

- A. Title:** Oelwein West Water Tower Painting – Revised Scope
- B. Description:** Project includes the design, permitting, bidding and during construction services related to the following improvements in Oelwein, Iowa:
 - (1) Remove existing paint system, including containment for lead paint.
 - (2) New coating system (interior and exterior).
 - (3) Revise overflow pipe and vent to bring into compliance with current IDNR requirements.
 - (4) Repair or replace ladders and the viewing platform at the top of the tank.
 - (5) Minor repairs to the water tower as identified during the Final Design tank inspection.
 - (6) Replace tower isolation valves at West Tower and reconstruct top of valve vault.
 - (7) Repair concrete pads at tower legs.

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)** - Not required. This project was identified in the Water Distribution System Evaluation - Oelwein, Iowa as amended on June 10, 2008.
- b. A1.02 (Preliminary Design Phase)** - Previously completed.
- c. A1.03 (Final Design Phase)** - As per Exhibit A (partially previously completed), but with the following additions:
 - (1) Update bidding documents to EJCDC 2013 version.
 - (2) It is not anticipated that an IDNR Construction Permit will be required for this project.
 - (3) Engineer will contract with Owens Inspection Services to have the tank inspected to confirm the scope of tanks repairs required. This will NOT include taking the tank out of service, cleaning, and draining the tank; therefore the interior will not be inspected other than general observation from top of the tank above the water surface.
 - (4) Paint color and logo scheme per attached figure.
 - (5) This Task Order has been prepared based upon one (1) prime construction contract.
- 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:
 - i. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
 - ii. Review supplier submittals for pre-approval of base bid equipment.
 - iii. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - iv. Prepare and distribute signatory copies of the Notice to Proceed.
 - (2) A Pre-Bid Conference will not be required for this project.
 - (3) Bidding Documents - The 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.

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

- (1) RPR Services shall be provided on a full-time basis by Owens Inspection Services and will include review and documentation of the surface preparation prior to painting, verification of the products delivered and utilized, and measurement of wet-film and/or dry-film thickness of applied coatings.

f. **A1.06 (Post-Construction Phase)** - As per Exhibit A, but with the following additions:

- (1) Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.

g. **Part 2 (Additional Services)** - As per exhibit A except for services specifically identified in this document as part of other phases of work and with the following clarifications:

- (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. No special (eg. SRF, CDBG, USDA Rural Development, etc) funding is anticipated. All time and expenses associated with submittal, review and required modifications to the design that are associated with project funding shall be included in this phase.

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

- (1) The removal or temporary removal and replacement of any third-party antennas or equipment shall be coordinated by the Owner and made known to the Engineer and Contractor.

3. **Times for Rendering Services** - Phases of work shall be provided as follows:

| <u>Phase</u> | <u>Completion Date</u> |
|--------------------------|--|
| Funding Assistance | As required |
| Preliminary Design Phase | Previously completed |
| Final Design Phase | Deliver to Owner within 60 days of authorization to proceed with this phase |
| Bidding Phase | Estimated to occur February-March 2020 |
| Construction Phase | Estimated to occur between April to November 2021 (early and late start dates) |
| Post-Construction Phase | As required |

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

- (1) The following Method C is added to the list of available methods of payment listed in Exhibit C:

Method C: Per Bidding Document Rate - Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law.

- (2) Amounts listed in this Task Order under Method B - Standard Hourly Rates and Per Bidding Document Rate totals are estimates only. These amounts are not maximum values.

- (3) Owner shall pay Engineer for services within each phase as follows:

| <u>Phase</u> | <u>Method of Payment</u> | <u>Amount</u> |
|--|---------------------------|----------------------------|
| Funding Assistance | Standard Hourly Rates | Not applicable |
| Preliminary Design Phase | Lump Sum | Previously completed |
| Final Design Phase | Lump Sum | \$11,700.00 |
| Bidding Phase | Lump Sum | \$7,500.00 |
| Bidding Documents | Per Bidding Document Rate | \$60 @ 10 = \$600.00 (est) |
| Construction Phase (except RPR Services) | Lump Sum | \$27,700.00 |
| RPR Services | Standard Hourly Rates | \$38,000.00 (est) |
| Post-Construction Phase | Standard Hourly Rates | \$2,000.00 (est) |

The total of the lump sum and estimated hourly fees is **\$87,500.00**.

5. Engineer's Consultants:

- (1) Tank cleaning and inspection: Owens Inspection Services
- (2) Structural Engineer: Rietz Consultants

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 - None

8. Attachments – Tower Color and Logo Mockup

9. 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

Owner

Signature Date

Signature Date

Lance Aldrich, P.E.
Name

Name

Principal/Project Manager
Title

Title

Designated Representative for Task Order:

Designated Representative for Task Order:

Lance Aldrich, P.E.
Name

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Principal/Project Manager
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