

## **Task Order**

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In accordance with Paragraph 1.01 of the EJCDC Master Agreement between the Owner and Engineer for Professional Services dated September 26, 2022 (Agreement), Owner and Engineer agree as follows:

### **Specific Project Data**

**A. Title: Oelwein Northeast Sanitary Sewer Improvements**

**B. Description:** Owner has an Iowa Department of Natural Resources Notice of Violation (567 IAC 64.3(1)) regarding the sanitary sewer collection system. The notice outlined operation and maintenance deficiencies including 22 basement backups, eight bypasses, and regular use of the equalization basin during wet weather flows. Owner requested that Engineer prepare a preliminary design memorandum for alternatives to address these deficiencies. Engineer presented the memorandum to Owner's city council on October 25, 2021. The council reviewed and accepted the memorandum, which provided alternatives for collection system improvements (removal and replacement of sanitary sewer, manholes, services, and new hot mix asphalt pavement) in two project areas:

1. Site A: Beginning at the intersection of 3rd Street northeast and 4th Avenue northeast, north to 6th Street northeast and 5th Avenue northeast.
2. Site B: Near North Frederick Avenue along 2nd Street northeast east to 2nd Avenue northeast.

Engineer provided design drawings and specifications for the Owner to bid the project.

The total improvement budget is \$1,840,000. Owner intends to utilize American Rescue Act Funds (\$820,000), Community Development Block Grant Funds (\$600,000), and Sewer Revenue Bonds or General Obligation Bonds (\$420,000). Owner will not be obtaining a State Revolving Fund loan for this project.

This Task Order is for Construction Phase Services.

**1. Services of Engineer**—Basic Services of Engineer shall be as shown in Exhibit A, except as modified below:

- a. **A1.01 (Study and Report Phase)**—Not included.
- b. **A1.02 (Preliminary Design Phase)**—Previously completed by Engineer.
- c. **A1.03 (Final Design Phase)**—Previously completed by Engineer.
- d. **A1.04 (Bidding Phase)**—Previously completed by Engineer.
- e. **A1.05 (Construction Phase)**—As shown in Exhibit A, with the following modifications:
  1. Attend and facilitate the preconstruction meeting and up to five progress meetings and site visits.
  2. Provide full-time resident project representative (RPR) services (as shown in Exhibit D). Ninety days of full-time RPR services are anticipated, with full-time being nine hours per day. RPR services include weekly stormwater pollution prevention plan observation and recording services. In furnishing RPR services, Engineer's effort will be directed toward determining for Owner that the completed project will, in general, conform to the Contract Documents; but Engineer will not supervise, direct, or have control over contractor's work and will not be responsible for contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

3. Provide one iteration of construction staking in accordance with the Contract Documents. Establish baselines and benchmarks. Restaking will be considered additional services. Staking does not include any property pin restoration.
4. Prepare a substantial completion letter with a list of items to be completed or corrected. Prepare a final completion letter and attend the Council Meeting for final acceptance of the project.
5. Add information to the contractor-provided record drawings and submit three paper copies and a portable document format file of the updated record drawings to Owner. Engineer is providing drafting services only for the record drawings based on records presented to Engineer by the contractor. Engineer is not liable for the accuracy of the record drawings.
6. Provide funding assistance as described in the Master Agreement under Paragraph A2.01.A.1 in accordance with funding requirements as requested by Owner. Time and expenses associated with submittal, review, and design modifications associated with project funding are included in this phase.

**f. Part 2 (Additional Services)—Not included.**

**2. Owner’s Responsibilities—As shown in Exhibit B.**

**3. Times for Rendering Services—Based on an April 10, 2023, Task Order approval, construction phase services will be completed by October 1, 2024.**

**4. Payments to Engineer—Owner agrees to pay Engineer for services in accordance with Exhibit C 4.01 A.**

<b>BASIC SERVICES</b>	<b>(Hourly/Lump Sum)*</b>	<b>Amount</b>
Construction Administration	Method A. Lump Sum	\$52,000
Construction RPR	Method A. Hourly Estimated	\$125,000
Construction Staking	Method A. Lump Sum	\$23,000
Funding Consultation and Postconstruction	Method B. Hourly Estimated	\$15,000

Notes:

1. 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 Owner. Engineer will invoice Owner for all such document costs as a Reimbursable Expense.
2. Method A Lump Sum fees noted above include appropriate amounts for direct expenses for each item.
3. 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 Owner.
5. The total of the lump sum fees is \$75,000
6. The total of the hourly estimated fees is \$140,000.
7. **The total lump sum and hourly estimated fees is \$215,000.**

**5. Engineer’s Consultants—None**

**6. Other Modifications to Master Agreement—None**

**7. Attachments—None**

**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 \_\_\_\_\_, 2023.

**Engineer**

**Owner**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Joseph Bunker  
Name

\_\_\_\_\_  
Dylan Mulfinger  
Name

\_\_\_\_\_  
Corporate Secretary  
Title

\_\_\_\_\_  
City Administrator  
Title

**Designated Representative for Task Order:**

**Designated Representative for Task Order:**

\_\_\_\_\_  
John Gade, P.E.  
Name

\_\_\_\_\_  
Dylan Mulfinger  
Name

\_\_\_\_\_  
Senior Project Manager  
Title

\_\_\_\_\_  
City Administrator  
Title

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