



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:

<b>Phase</b>	<b>(Hourly/Lump Sum)*</b>	<b>Amount</b>
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:

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 the 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 the Owner.
5. The total of the lump sum fees is \$145,000.
6. The total of the hourly estimated fees is \$64,500.
7. The total lump sum and hourly estimated fees is \$209,500.

5. **Engineer's Consultants** - None

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

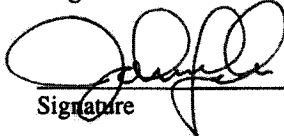
7. **Attachments** – 2020 Watermain Replacement Project Overview Map

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 December 10, 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

414 S 17<sup>th</sup> Street (Suite 107), Ames, IA 50010  
Address

jmg@foxeng.com  
E-Mail Address

515-233-0000  
Phone

**Owner**

 12/10/2019  
Signature Date

Dylan Mulfinger  
Name

City Administrator  
Title

**Designated Representative for Task Order:**

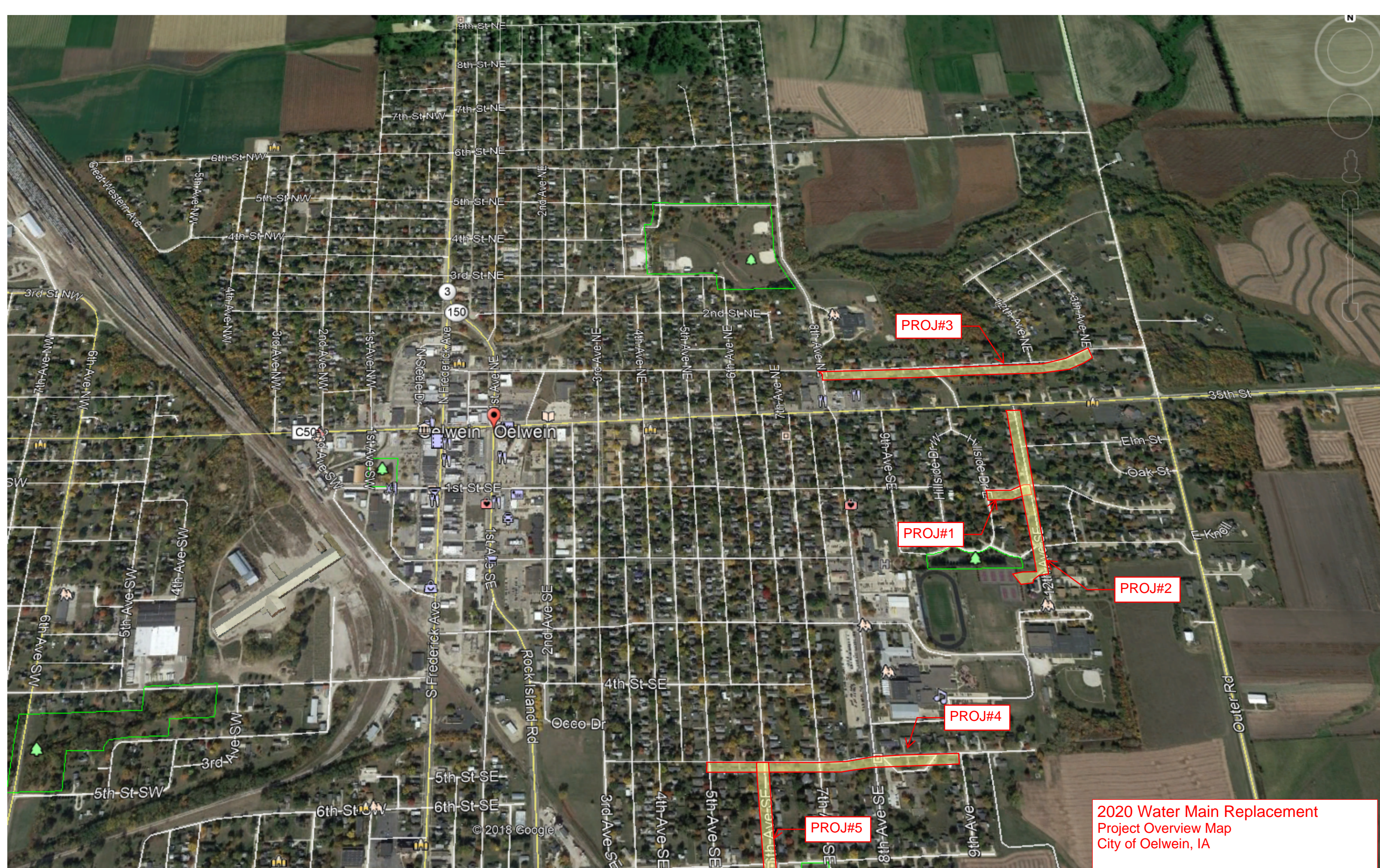
Dylan Mulfinger  
Name

City Administrator  
Title

20 2<sup>nd</sup> Ave SW, Oelwein, IA 50662  
Address

DMulfinger@cityofuelwein.org  
E-Mail Address

319-283-5440  
Phone



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

# Required Contract Provisions



# REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

## ALL CONTRACTS

### 1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.



## **6. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

## **7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

## **ALL CONTRACTS IN EXCESS OF \$10,000**

### **Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ALL CONTRACTS IN EXCESS OF \$100,000**

### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

## Section 3 clause

**All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).