



**TASK ORDER No. 3 FOR
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

This Task Order is entered into and authorized by Owner this _____ day of _____, 2015, by and between City of Clinton, Oklahoma (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated June 2, 2014:

1. Scope of Services:

Provide bid phase engineering services associated with the Water Treatment Plant (WTP), Canute Pipeline, Golf Course Wells, Golf Course Pipeline, and WTP Supplemental Pipelines and construction phase engineering services associated with the Canute Pipeline and Golf Course Wells per Exhibit A attached.

2. Compensation:

The basis of compensation for the above Services shall be Hourly Rate per ENGINEER's Rate Sheet, attached hereto, subject to a Not-to-Exceed cap of \$253,000, without further authorization.

3. Other Terms:

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.
- B. ENGINEER will proceed with providing the services set forth herein immediately upon Task Order execution.
- C. Completing these services within the timeframe described above and in Exhibit A is contingent upon timely receipt of required information, approvals, reviews, etc.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Clinton, Ok

ENGINEER: Burns & McDonnell
Engineering Company, Inc.

By: _____

By: _____

Name: Seth Adams

Name: Ron Coker, P.E.

Title: Mayor

Title: Senior Vice President

EXHIBIT A
Clinton OK Water System Improvements
Bid and Construction Phase Services
for
Bid Phase Services for the Water Treatment Plant (WTP), Golf Course Wells, WTP
Supplemental Pipelines, Canute Pipeline, and Golf Course Pipeline and Construction Phase
Services for the Golf Course Wells and Canute Pipeline
(excludes RPR Services, Alternate Well Services, Alternate Well Pipeline Services, and the
Disposal Well Services)

Engineer shall provide the following services:

1. Bid Phase Services:
 - 1.1 Coordinate bid opening date, time, and place with Owner.
 - 1.2 Maintain a record of prospective bidders and suppliers to whom bidding documents have been issued.
 - 1.3 Provide and distribute CDs of construction contract documents for bidding purposes with hard copies of forms requiring signature.
 - 1.4 Conduct one mandatory pre-bid meeting.
 - 1.5 Distribute the plan holders' list to recipients of bidding documents prior to bid opening.
 - 1.6 Interpret construction contract documents. Prepare and issue addenda to the construction contract documents when required.
 - 1.7 Assist Owner during bid opening. Answer questions during bid opening, prepare tabulation of bids, review submittals, and bids for completeness.
 - 1.8 Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to Owner concerning construction contract award.
2. Construction Phase Services:
 - 2.1 Engineer shall prepare and furnish to Owner unsigned conforming copies, based on bid phase, of the construction contract documents for execution by Owner and Contractor. Provide copies of the construction contract documents to the Owner for distribution with the Notice to Proceed to the successful bidder.
 - 2.2 Provide project administration, prepare correspondence, and serve as a liaison between the Owner and Contractor.

- 2.3 Schedule and conduct pre-construction conference. Prepare and distribute meeting minutes. Meeting will be attended by one representative of the Engineer for each project.
- 2.4 Participate in the contractor's monthly progress meetings with Owner and Contractor to review the progress of the work and other matters concerning the project via conference call. Contractor will be responsible for preparation and distribution of meeting notes. No visits will be performed for monthly meetings.
- 2.5 Log, track, respond to, review and approve, or take other appropriate action in respect of Contractor's Compliance Submittals (shop drawings), Samples, and other submittals and data which Contractor is required to submit for general conformity to the Contract Documents. Engineer shall coordinate review of Compliance Submittals with review by Owner.
- 2.6 Interpret construction contract documents when requested by Owner or the Contractor and reply to requests for information, RFIs.
- 2.7 Review and process the Contractor's monthly payment requests and forward to Owner if deemed appropriate.
- 2.8 Review Contractor's documentation and administer the processing of change orders, including applications for extension of the Contract Time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a cost for the work.
- 2.9 Upon completion of the project, revise the construction contract drawing to conform to the construction records. Submit two full-size black line copies for the revised drawings along with Contractor's record drawings to the Owner for review. Incorporate the Owner's comments and submit one set of full-size set of drawings and one electronic set of drawings in AutoCAD format and PDF for each project to the Owner.
- 2.10 Review reports from laboratory and field testing and sampling services, including testing laboratory services furnished by Owner, on field tests and test analyses of equipment and materials, including concrete, soil, soil compaction, and asphalt.
- 2.11 Upon substantial completion notice from Contractor, Engineer shall observe the Work to determine if it is substantially complete and make a recommendation to the

Owner as to the work's being declared substantially complete. The recommendation shall be based on the field observation and on the advice of the OWNER for the pipelines and Engineer for the wells. Records of Engineer's limited observations during construction shall also be utilized. Engineer shall prepare a list of the items to be completed or corrected before final completion of the project is declared. Submit results of the inspection to Owner and the Contractor.

Substantial Completion - Discipline Site Trips and Estimated Hours

Project	Visits	Hours
GC Wells	One trip for Electrical and Process	32

- 2.12 Review project records for outstanding submittal items, transmit pertinent records and files to the Owner, and make recommendation to Owner regarding project closure. Engineer shall coordinate with Owner and Contractor necessary correction of submittals and other items and of the work prior to project closure.
- 2.13 Receive and review the consent of surety to final payment furnished by the Contractor.
- 2.14 Provide Discipline Site Visits as follows:

Project	Visits	Hours
GC Wells	4 hydrogeology trips (1 week each)	160
Pipeline Project	One trip for each of the one pipeline project	16

Discipline site visits shall be up to one-day, to consult with and advise the Owner during the construction period relative to administration of the work and the interpretation of the Contract Documents.

- 2.15 Provide project management during the construction up to the following durations:

Project	PM Duration (months)
GC Wells	4
Pipeline	4

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the Services and not at the expense of the Engineer, the following items:

1. Existing property, boundary, easement, right-of-way, and utility surveys, and property descriptions when such information is required, unless acquired directly by the Engineer through subcontracted services.
2. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the Owner and which may be useful in the Services involved under this Agreement.
3. All of Owner's requirements for the Project, including but not limited to, schedule milestones; any financial constraints; and any Owner criteria, standards, design objectives or design constraints.
4. Assistance of the Owner's staff as required in performance of Engineer's services.
5. Obtain access to public and private property when required in performance of the Engineer's services.
6. Obtain required easements and rights-of-way including obtaining title reports and property appraisals with engineering assistance provided by the Engineer.
7. Royalties and fees for patented processes used in the work, except those required to be paid by construction contractors as part of the construction contract.

8. Shop, mill, or laboratory inspection of materials, laboratory and field testing, and field sampling services. The Engineer will review the reports furnished by such laboratories which are required for the construction contract.
9. Permits required for the projects with engineering assistance provided by the Engineer.
10. Payments for review of permits, drawings, and specifications by governmental agencies.
11. Payments for special consultants requested by the Owner.
12. Payments to Contractor in accordance with the terms of the construction contract documents.
13. Legal advertisement of project letting or bid date and such other publications of the "Advertisement for Bids" as desired by the Owner.
14. Execution and distribution of the construction contract documents, including review of the Contractor's insurance certificates and bonds for acceptance by the Owner's legal counsel, and issuing the notices required by the construction contract documents. Insurance and legal services as may be required during the progress of the Projects.
15. Water quality analyses required in performance of the Services.
16. Coordinate with ODEQ.
17. Upon completion or correction of the items of work on the list, Owner will conduct a final inspection to determine if the work is completed (for well and pipeline projects).

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$61.00
Technician*	6	\$72.00
Assistant*	7	\$84.00
	8	\$117.00
	9	\$130.00
Staff*	10	\$143.00
	11	\$158.00
Senior	12	\$173.00
	13	\$188.00
Associate	14	\$201.00
	15	\$213.00
	16	\$219.00
	17	\$225.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 5%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.