



**TASK ORDER No. 6 FOR  
ENGINEER-OWNER AGREEMENT**

This Task Order is entered into and authorized by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 engineering construction phase services for the Golf Course Pipe Line.

ENGINEER shall provide the following services: See attached Exhibit A.

Responsibilities of the OWNER: See attached Exhibit A.

**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 \$72,919.00, 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. Services shall be completed within 60 days of Task Order Execution.
- C. Completing these services within the timeframe described above 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: \_\_\_\_\_

Name: Seth Adams

Title: Mayor

By: \_\_\_\_\_

Name: Ron Coker, P.E.

Title: Senior Vice President

By: \_\_\_\_\_

Name: Brian Meier

Title: Project Manager

EXHIBIT A  
Clinton OK Water System Improvements  
Bid and Construction Phase Services  
for  
Construction Phase Services for the Golf Course Pipeline

Engineer shall provide the following services:

1. Construction Phase Services:

- 1.1 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.
- 1.2 Provide project administration, prepare correspondence, and serve as a liaison between the Owner and Contractor.
- 1.3 Schedule and conduct pre-construction conference. Prepare and distribute meeting minutes. Meeting will be attended by one representative of the Engineer.
- 1.4 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. Engineer will be responsible for preparation and distribution of meeting notes. No visits will be performed for monthly meetings.
- 1.5 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.
- 1.6 Interpret construction contract documents when requested by Owner or the Contractor and reply to requests for information, RFIs.
- 1.7 Review and process the Contractor's monthly payment requests and forward to Owner if deemed appropriate.
- 1.8 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.

- 1.9 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.
- 1.10 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.
- 1.11 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
Golf Course Pipeline	One trip for Civil (Pipeline) Engineer	12

- 1.12 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.

1.13 Receive and review the consent of surety to final payment furnished by the Contractor.

1.14 Provide Discipline Site Visits as follows:

2. Project	Visits	Hours
Golf Course Pipeline	Two trips for Civil (Pipeline Engineer)	20

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.

2.1 Provide project management during the construction up to the following durations:

Project	PM Duration (months)
GC Pipeline	3

### 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).