



**TASK ORDER No. 7 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:

- A. Provide engineering services to design, permit and create Issue for Bid drawings and specifications for the Clinton Commerce Center Project.
- B. Provide engineering bid phase services for the Clinton Commerce Center Project.
- C. Provide engineering construction phase services for the Clinton Commerce Center Project.

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

Responsibilities of the OWNER: See attached Exhibit A.

2. Compensation:

- A. The basis of compensation for the above Services listed in Exhibit A part (1) shall be Hourly Rate per ENGINEER's Rate Sheet, attached hereto, subject to a Not-to-Exceed cap of \$40,000.00, without further authorization.
- B. The basis of compensation for the above Services listed in Exhibit A part (2) shall be Hourly Rate per ENGINEER's Rate Sheet, attached hereto, subject to a Not-to-Exceed cap of \$5,000.00, without further authorization.
- C. The basis of compensation for the above Services listed in Exhibit A part (3) shall be Hourly Rate per ENGINEER's Rate Sheet as directed by City Staff.
- D. The total 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 \$45,000 plus authorized construction phase services 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 180 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: David Berrong

Title: Mayor

By: _____

Name: Ron Coker, P.E.

Title: Senior Vice President

By: _____

Name: Brian Meier

Title: Project Manager

EXHIBIT A
Clinton, Oklahoma
Design, Bid and Construction Phase Services
for
Clinton Commerce (Industrial) Center

(excludes RPR Services)

Engineer shall provide the following services:

1. Clinton Commerce Center Project (Design Phase):
 - 1.1 Review of existing documentation and coordination with City Staff.
 - 1.2 Evaluation of alternative designs for all work packages (water, sewer, grading, paving)
 - 1.3 Develop design drawings and specifications for all work packages (water, sewer, grading, paving)
 - 1.4 Coordination and permit revisions with the Oklahoma Department of Environmental Protection (ODEQ).
 - 1.5 Engineer's Opinion of Probable Construction Costs (EOPCC)
 - 1.6 Recommendations for alternative design approaches
 - 1.7 Preparation of re-designed Issue for Bid drawings and specifications
2. Clinton Commerce Center Project (Bid Phase):
 - 2.1 Preparation of Advertisement to Bid.
 - 2.2 Preparation and Distribution of Issued for Bid Contract Documents.
 - 2.3 Preparation and Distribution of Addenda.
 - 2.4 Coordination with Economic Development Authority (EDA) for Document Inclusion and Procedure.
 - 2.5 Preparation of Pre-bid meeting Agenda and Support.
 - 2.6 Evaluation of Bids and Preparation of Bid Tab.
 - 2.7 Recommendation for Construction Contract Awards.
3. Clinton Commerce Center Project (Construction Phase):
 - 3.1 General Construction Administration.
 - 3.2 Pre-Construction Meetings support.
 - 3.3 Weekly coordination with City RPR.

- 3.4 Submittal Reviews.
- 3.5 Respond to questions and RFIs.
- 3.6 Change Order Requests, Field Change Directives, and Change Order Preparation for Owner Approval.
- 3.7 Substantial Completion, Punch List, and Final Completion Support.
- 4. Site visits are not included as part of this contract.
- 5. Contract fee breakdown shall be as follows:

Table 5.1

Service	Fee (Time Materials, Not to Exceed)
Design Phase Services	\$40,000
Bid Phase Services	\$5,000
Construction Phase Services	To be provided as directed by City staff

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 (as needed).
17. Coordinate with EDA.
18. Provide construction site management and inspection services.
19. 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 grading, paving and pipeline work).