



**TASK ORDER No. 12 FOR
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

This Task Order is entered into and authorized by Owner this _____ day of January 2018 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 consulting assistance services associated with the 6-inch diameter Concentrate Disposal Waterline 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 \$37,272, 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 in Exhibit A is contingent upon timely receipt of required information, approvals, reviews, etc.
- D. The clauses set forth in Section 2 – Basic Engineering Services in the Engineer-Owner Agreement shall not apply to this Task Order.
- E. ENGINEER shall not be responsible for any engineering or design services performed by others, including the OWNER, construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S employees and/or Contractor.
- F. OWNER shall issue all instructions to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required. ENGINEER shall not be liable for the results of ENGINEERs interpretations or decisions rendered by ENGINEER in the performance of its services under this Task Order.
- G. For this Task Order, 8.1 in the Engineer-Owner Agreement is deleted and replaced with the following: To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, and Task Order from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under

this Task Order. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

- H. Engineer's services are based on a limited scope of review, direction, information, and other constraints, including those of budget and time afforded or directed by Owner. Therefore, Engineer does not make any guarantee or warranty, express, implied, or otherwise, as to such services provided. The Owner shall continue to take full professional responsibility for the construction documents and Engineer's review, interpretation, or assisting Owner as set forth in Exhibit A shall not modify or change Owner's responsibility for such documents nor make Engineer responsible for the construction documents. Engineer shall not become the designer of record for any portion of the Project. Owner hereby waives any and all claims against Engineer based on Engineer's good-faith performance of services under this Agreement, including but not limited to claims based on Engineer's analysis, findings, recommendations, or reports concerning the construction documents or the Project.

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: _____
David Berrong

Name: _____
Ron Coker, P.E.

Title: _____
Mayor

Title: _____
Senior Vice President