

**TASK ORDER NO. 18 FOR
ENGINEER-OWNER AGREEMENT**

This Task Order is entered into and authorized by Owner this _____ day of _____, 20____, 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. See Exhibit A – Scope of Work.

2. Compensation:

A. Compensation for this Task Order shall be rendered for Engineering Services.

a. Task 1 - Clinton Lake Plant PAC System - The basis of compensation for the above Services listed in part (1) shall be as follows:

i. Task 1.a - Hourly Rate per ENGINEER's Rate Sheet, attached hereto, with an estimated value of \$65,000.00, for the following project components:

1. Task 1.a - CDBG Focused Design of Clinton Lake WTP PAC System, as detailed in Exhibit A.

ii. Task 1.b - Upon receiving authorization from OWNER after completion of item (a.i.1) above, Hourly Rate per ENGINEER's Rate Sheet, attached hereto, with an estimated value of \$70,000.00, for the following project components:

1. Task 1.b - Final Design and Bidding Services for Lake WTP PAC System, as detailed in Exhibit A.

iii. Task 1.c - Upon receiving authorization from OWNER after completion of item (a.ii.1) above, Hourly Rate per ENGINEER's Rate Sheet, attached hereto, with an estimated value of \$54,000.00, for the following project components:

1. Task 1.c - Construction Administration Services for Lake WTP PAC System construction, as detailed in Exhibit A.

iv. Task 1.d - Upon receiving authorization from OWNER after completion of item (a.ii.1) above, Hourly Rate per ENGINEER's Rate Sheet, attached hereto, with an estimated value of \$33,400.00, for the following project components:

1. Task 1.d - Periodic Observation for Lake WTP PAC System construction, as detailed in Exhibit A.

b. Task 2 - Clinton Lake Plant Chemical & Disinfection Building - The basis of compensation for the above Services listed in part (1) shall be as follows:

i. Task 2.a - Hourly Rate per ENGINEER's Rate Sheet, attached hereto, with an estimated value of \$20,000.00, for the following project components:

1. Task 2.a - Conceptual Design for the Clinton Lake Clinton Lake WTP Chemical & Disinfection Building, as detailed in Exhibit A.

ii. Other Task 2 items -

- iii. For Design, Final Design, Bidding, Construction Administration Services, and Observation Services, OWNER shall authorization these services and will covered under an amendment to this Task Order.

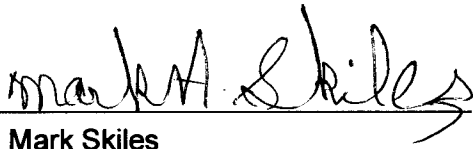
3. Other Terms:

- 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 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: David E. Kinchen

Name: Mark Skiles

Title: City Manager

Title: Global Practice Leader, Water

**EXHIBIT A
SCOPE OF WORK**

**CLINTON, OKLAHOMA
CLINTON LAKE WATER TREATMENT PLANT
CHEMICAL & DISINFECTION IMPROVEMENTS**

PROJECT

The City of Clinton, Oklahoma is pursuing improvements at the Clinton Lake WTP. These improvements are to include the addition of a powdered activated carbon (PAC) feed system and a new chemical feed building. The PAC system will consist of a bulk bag feeder, 1,250 gallon slurry tank, and peristaltic hose pump. The bulk bag feeder will be located in a new building designed to meet State requirements for PAC buildings. The slurry tank and peristaltic hose pump will be located outside, with the slurry tank being continuously mixed and the pump located within a pump enclosure. The PAC feed system is a separate project and the City is pursuing CDBG funding for it. (TASK 1)

The new chemical feed building will be a separate project under this task order. The building will house sodium hypochlorite to replace the existing chlorine gas storage/feed system in the existing building. The building will also house liquid ammonium sulfate (LAS) and coagulant for the clarifiers. New chemical feed pumps will be provided to feed these chemicals within the treatment processes. Additionally, evaluation will be done to determine whether chlorine dioxide feed system should be housed in this building or remain in the existing, as the system may require gas chlorine for proper operation. (TASK 2)

SCOPE OF SERVICES

The following is our understanding of the Scope of Services to be provided by Burns & McDonnell Engineering Company, Inc., (CONSULTANT) for the City of Clinton, Oklahoma (CLIENT).

- A. Task 1 – Clinton Lake Plant PAC System
 - a. Task 1.a – CDBG focused design efforts for the PAC system. Includes design, plans, and specifications production to a 50% level, adequate for ODEQ construction permitting review, based on project description above.
 - b. Task 1.b – Final Design and Bidding Services for the PAC system. Includes final design, geotechnical investigations on site for structural foundation design, final plans and specifications, and bidding assistance, based on project description above.
 - c. Task 1.c – Construction Administration Services for PAC system. Includes attending monthly site meetings, shop drawing/submittal reviews, RFI reviews, change order reviews, coordination with site resident project representative, coordination with contractor, coordination with City staff, pay application reviews, substantial completion review, and final completion review.
 - d. Task 1.d – Periodic Observation Services for the PAC system. As limited by the allocated fee for this subtask, provide periodic observation onsite of the construction activities. Provide daily reports and report summaries on the construction activities, including photographs.
- B. Task 2 – Clinton Lake Plant New Chemical Feed Building
 - a. Task 2.a – Conceptual Design for the new chemical feed building. Produce conceptual layout figures and a basis of design report for a new chemical feed building as described above.

RESPONSIBILITIES OF CLIENT

1. Project Responsibilities
 - a. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for the PROJECT, including design objectives, capacity, performance requirements, and budgetary limitations upon which the CONSULTANT may rely.
 - b. Provide all available information on the existing water treatment plant, including plans, past improvements, known issues, historic water production, and chemical feed rates.
 - c. Furnish available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the site.
 - d. Provide access to City facilities, property, land, and easements for the performance of the work.
 - e. Examine alternative solutions, reports, drawings, specifications, and other documents presented by the CONSULTANT and render timely decisions pertaining to the documents.
 - f. Pay any permit application fees.
 - g. Participate in conferences, meetings, bid openings, and other similar aspects of the PROJECT as requested by the CONSULTANT.

ADDITIONAL SERVICES AND CLARIFICATIONS

Additional services will be provided by the CONSULTANT upon the request of the CLIENT and paid for separately under an amendment when the services are requested. These services may include, but are not limited to:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by the CONSULTANT including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations after the signing of this Agreement or other causes beyond the CONSULTANT'S control.
2. For Tasks 1 and 2, field survey by a licensed surveyor is not included.
3. Permitting efforts beyond submittal to ODEQ for construction permitting is not included.
4. Serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other dispute resolution process related to the PROJECT.
5. Assisting with permit applications other than those indicated herein.
6. Conducting environmental, archeological, historical, endangered species, or other related reviews, reports, site visits, and applications.
7. Organize and oversee any pilot studies.
8. Assist CLIENT in obtaining any easements or any assistance land purchase.
9. Services related to the design and construction of additional treatment processes not already identified herein.
10. Services related to the design and construction of improvements or modifications within the water distribution system.
11. Work to reduce the project cost following bid opening is not included and will be considered an additional service.
12. Other services performed by the CONSULTANT not otherwise provided for in this Agreement.

TIME OF SERVICE

1. **CONSULTANT** will proceed with providing the services set forth herein immediately upon execution of the Agreement.