



TASK ORDER 4 FOR ENGINEER-OWNER AGREEMENT

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 Reverse Osmosis (RO) piloting services as follows:

1. Pilot Study Protocol (up to 40 hours)
 - 1.1. Develop a pilot study protocol to include piloting requirements, schedule, and data collection.
 - 1.2. Submit draft pilot study protocol to OWNER and ODEQ for review and comment.
 - 1.3. Address applicable comments and develop a final pilot study protocol document.
2. Pilot Plant Operational Support
 - 2.1. Provide the OWNER with a list of pilot plant requirements (piping and electrical) and provide guidance to facilitate pilot installation (up to 10 hours).
 - 2.2. Provide on-site assistance during pilot installation (1 engineer for 1 day on site).
 - 2.3. Upon pilot installation, provide engineering support over a 30-day timeframe (up to 32 hours):
 - 2.3.1. Piloting efforts will be guided by the Pilot Protocol.
 - 2.3.2. Participate in weekly conference calls with OWNER to review pilot data and discuss operational challenges.
 - 2.3.3. Investigate deviations from anticipated results and provide recommendations for resolution.
 - 2.4. Coordinate water quality testing between the OWNER and a water quality testing laboratory (up to 6 hours).
3. Pilot Study Report (up to 42 hours)
 - 3.1. Prepare draft letter report.
 - 3.2. Provide draft letter report to OWNER and ODEQ for review and comment.
 - 3.3. Address applicable comments and develop a final pilot study report.
4. Conduct up to two (2) conference calls with ODEQ

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 \$34,000.00, without further authorization.

3. Other Terms:

1. Responsibilities of OWNER
 - 1.1. Water quality sampling and testing.

- 1.2. Facilitating pilot equipment installation to include piping, electrical, equipment unloading/loading, equipment installation, and all other installation activities not provided by the pilot equipment supplier.
- 1.3. Pilot study data collection and routine maintenance of the pilot equipment.
- 1.4. Operation of the pilot.
- 1.5. Ancillary site preparation including, but not limited to, temporary power, lighting, security, etc.
- 1.6. Pilot rental cost including shipping and any other associated costs.
- 1.7. Chemical costs.
2. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.
3. ENGINEER will proceed with providing the services set forth herein immediately upon Task Order execution.

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