



**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
ENGINEER-OWNER AGREEMENT  
(Doc. No. AE-6)**

**AMENDMENT No. 1**

**Date: October 15, 2015**

**THIS AMENDMENT** modifies Task Order No. 1 dated October 21, 2014, made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called ENGINEER), and the City of Clinton, Oklahoma (hereinafter called OWNER) for the following Project: Water Supply and Treatment Improvements. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:
  1. Delete Scope of Services item 1.4 – Alternate Site Development
  2. Delete Scope of Services item 1.5 – Alternate Site Raw Water Transmission Pipeline
  3. Renumber Scope of Services item "1.3" to "1.4".
  4. Change Scope of Services items "1.6", "1.7", "1.8", "1.9", "1.10", "1.11", "1.12", and "1.13" to "1.5", "1.6", "1.7", "1.8", "1.9", "1.10", "1.11", and "1.12", respectively.
  5. Add Scope of Services item 1.3 as follows:
    - "3. Additional Hydrogeological Investigation
      - a. Supervision of pump testing and test hole drilling at three (3) locations.
      - b. Supervision of drilling activities at thirty-seven (37) locations.
      - c. Consolidation of data and preparation of a hydrogeological report summarizing the findings of hydrogeological activities performed.
        - i. Provide Concept Development services according to Section 2.2 of the Professional Services Agreement.
        - ii. Incorporate OWNER's comments into a Final Report, and furnish one hard copy and one electronic copy to the OWNER."
2. The following adjustments are made to the ENGINEER's compensation:

None.
3. The time for completion of ENGINEER's Services is adjusted as follows:

Design Phase Services are anticipated to be completed with bid-ready plans for submittal to ODEQ within 365 days of Task Order Execution.
4. Other changes to the Agreement, if any, are stated below:

None.
5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.**

**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