

August 15, 2014

**FIRST AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC. AND THE CLINTON (OK.) PUBLIC WORKS AUTHORITY**

WHEREAS, in July 2010, Severn Trent Environmental Services, Inc. (the "Consultant") and the Clinton Public Works Authority, an Oklahoma Public Trust organized and existing under and by virtue of the laws of the State of Oklahoma (the "CPWA") entered into an Operation and Maintenance Agreement which was subsequently amended on in July 2012; and

WHEREAS, in May 2014, the Consultant and CPWA entered into a Consulting Agreement pursuant to which the Consultant agreed to develop a technical approach and proposal for the development and treatment of the CPWA's water supply and to construct a new water treatment facility; and

WHEREAS, the parties agree that the need has arisen to design and permit, on an expedited basis, an emergency water supply system while the Consultant undertakes the services to be provided under the Consulting Agreement; and

WHEREAS, based on the foregoing, the parties now desire to make certain changes to the Consulting Agreement pursuant to the terms of this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, the parties hereby agree to amend the Agreement as follows:

1. All capitalized terms contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Consulting Agreement.

2. The parties have amended and restated Section 1 (Scope of Professional Services) of the Consulting Agreement in its entirety to read as follows:

The Consultant shall define the technical approach to developing an adequate water supply and the costs of development and treatment of the water supply by providing the Professional Services set out in Schedule 1 and Schedule 3 of this Agreement (the "Services"). Nothing in this Agreement shall commit the parties to continue with Phase II following completion of Phase I. Satisfactory resolution of Phase I issues, in the sole opinion of CPWA, is a condition precedent to the initiation of Phase II.

3. The parties have amended and restated Section 3 (Fees) of the Consulting Agreement in its entirety to read as follows:

The Consultant shall provide the Services for the Fees set out in Schedule 2 and Schedule 3 of this Agreement. If the CPWA decides to proceed with Phase II, it shall have the option to roll the Fees for Phase I into the cost of Phase II. In the event that the CPWA decides not to proceed with Phase II, it shall pay the Consultant the Fees within 30 days of receipt of Consultant's invoice.

4. The parties have agreed to remove certain services from Section 10 of Schedule 1 and have amended and restated Section 10 of Schedule 1 of the Consulting Agreement in its entirety to read as follows:

Optional task: hydraulic modeling of the Water distribution system.

- Digitize existing paper water distribution maps.
- Create GIS Data base of existing distribution system assets as depicted in the paper maps provided by the City.

- Prepare model framework and operating parameters.

5. The parties have added “Schedule 3 – Design and Permitting of Emergency Water Supply” to the Consulting Agreement as attached to this First Amendment.

6. Except for the specific amendments to the Consulting Agreement as provided in this First Amendment, all other provisions contained in the Consulting Agreement are and shall remain in full force and effect.

AGREED BY:  
Severn Trent Environmental Services, Inc.  
(Consultant)

AGREED BY:  
Clinton Public Works Authority  
(CPWA)

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(Name and Title)

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(Name and Title)

**Schedule 3**  
**Design and Permitting of Emergency Water Supply System**

**A. Term**

The services set out in this Schedule 3 shall commence on \_\_\_\_, 2014 and are expected to conclude within ninety (90) days from commencement.

**B. The Services**

1. Develop and submit to the Oklahoma DEQ three (3) copies of an engineering report for proposed new construction and modifications to Clinton's Public Water System (per Oklahoma DEQ Rules and Regulations Title 252, Chapter 626) consisting of the following items:

- Installation of a new potable water well on the Dixon property.
- Installation of on-site disinfection to meet groundwater treatment requirements.
- Installation of a pipeline from the new potable water well to Clinton's existing distribution system.
- Blending of water from the Dixon well with water from the Foss Treatment Facility in the existing 2.0 million gallon storage tank in Clinton..

2. Develop and submit an application to the Oklahoma DEQ for a permit to construct the aforementioned facilities including the development of plans and specifications (per Oklahoma DEQ Rules and Regulations Title 252, Chapter 626).

3. Develop and submit an application for a railroad pipeline easement.

**C. The Fees**

A final unit price for water produced at the City's facility will be provided as a subset to the Phase II ("Phase IIA") of this Agreement. Should the CPWA choose not to agree to proceed with Phase II, the CPWA will pay the Consultant for Phases I and IIA within thirty (30) days of the receipt of the Consultant's invoices for the Services.