



# Purchase Order OCWUT\_PO000649 Change Order 4

## Oklahoma City Water Utilities Trust

100 North Walker, 2nd Floor  
Oklahoma City, OK 73102

<b>Purchase Order</b> OCWUT_PO000649	<b>Date</b> 03-SEP-2024	<b>Revision</b> 2	<b>Page</b> 1
<b>Payment Terms</b> Immediate	<b>Freight Terms</b> None		<b>Ship Via</b>
<b>Requester</b> TONYA MOORE	<b>Phone/Email</b> 1-405-297-1077 tonya.moore@okc.gov	<b>Currency</b> USD	

**Purchase order number must appear on all invoices, bills of lading, packages, and correspondence.**

Supplier	10857 Spectrum Water Technology 6135 Industrial Drive Geismar, LA 70734	Ship To	Hefner Treatment Plant 3827 West Hefner Road OKLAHOMA CITY OK 73120	Bill To	Procurement 100 N Walker Ste 200 Oklahoma City, OK 73102
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Tax Exempt? Y Tax Exempt ID: 73-6096261

Notes

Line	Item	Quantity	UOM	PO Price	Extended Amt	Due Date
1	Mobilization/Demobilization	300000	Each	1.00	300,000.00	09/10/2024
	6060 - 3901600 - 54130004 - W6644				300000.00	
	WT0273-1 HWTP Lagoon Improvements / Project Management / PROJECTS - OCWUT Water					
	OCWUT-WATER FACILITY ACCOUNT-6060					

This line references Document (Contract Purchase Agreement) OCWUT00070.

2	Removal of Residuals	6637	Each	390.00	2,588,430.00	09/10/2024
	6060 - 3901600 - 54130004 - W6644				2588430.00	
	WT0273-1 HWTP Lagoon Improvements / Project Management / PROJECTS - OCWUT Water					
	OCWUT-WATER FACILITY ACCOUNT-6060					

This line references Document (Contract Purchase Agreement) OCWUT00070.

3	Site Restoration	50000	Each	1.00	50,000.00	09/10/2024
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<p>I hereby certify as of the above purchase date, that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriations.</p>	<p><b>Encumbering Officer</b></p>
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Line	Item	Quantity	UOM	PO Price	Extended Amt	Due Date
6060	3901600 - 54130004 - W6644				50000.00	
	WT0273-1 HWTP Lagoon Improvements / Project Management / PROJECTS - OCWUT Water					
	OCWUT-WATER FACILITY ACCOUNT-6060					

This line references Document (Contract Purchase Agreement) OCWUT00070.

<b>Purchase Order Total</b>	<b>2,938,430.00</b>
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**Spectrum Water Technology**  
**6135 Industrial Drive**  
**GEISMAR, LA 70734**  
**Ascension**

The condition of this order must not be changed by supplier. If order is not acceptable, return to the originating Purchasing Department of The City of Oklahoma City. Failure to deliver or to comply with any of the terms and conditions according to the Purchase Order or any contract that so generated this Purchase Order may disqualify the supplier from receiving future orders. In the event of conflict between the terms and conditions of this Purchase Order and the terms and conditions of the Contract that generated this Purchase Order, the terms and conditions of the Contract shall take precedence.

**PAYMENT ACCEPTANCE** - Notice: Any supplier who accepts payment confirms the following: The (claimant, architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first, duly sworn on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or request furnished to the affiant. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of The City of Oklahoma City, or of any Trust for which The City of Oklahoma City is a beneficiary, of money or any other thing of value to obtain payment or the award of this contract.

**QUALITY** - All materials or services furnished on this order must be specified, and subject to City, or Trust, inspection, and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Purchasing Agent. Material rejected will be returned at the supplier's risk and expense.

**QUANTITY/PRICE** - The quantity of material ordered, or the price specified must not be exceeded without written authority being first obtained from the Purchasing Agent.

**INDEMNITY AND INSURANCE** - The supplier agrees to indemnify and hold harmless The City of Oklahoma City and its Trusts, including all officers, agents, and employees, from all claims, damages, losses and expenses, including reasonable attorney's fee, brought or incurred on account of injuries or damages sustained by any party due to the operations of or goods sold by the supplier under this contract. The supplier further agrees to provide worker's compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by The City for the particular circumstances and operations of the supplier. The supplier further agrees to provide The City, and any of its Trusts which may utilize the Contract, with Certificates of Insurance, indicating the amount of coverage in force, upon request.

**PACKING** - Packages must be plainly marked with shipper's name and Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

**DELIVERY** - All material must be shipped F.O.B. Destination. Neither The City nor its Trusts will pay freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, SUPPLIER IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Deliveries must actually be effected within the time stated on Purchase Order, failing which The City and its Trusts reserve the right to cancel this order and purchase elsewhere. Deliveries shall be made between 8:00 A.M. and 5:00 P.M. Monday through Friday, excluding legal holidays, unless otherwise stated. In case of default by the supplier, The City of Oklahoma City or its Trusts may procure the articles or service covered by this order from other sources and hold the supplier responsible for any excess expense occasioned thereby. Inside delivery may be required.

**SAFETY DATA SHEETS** - The supplier agrees to furnish The City of Oklahoma City, and any of its Trusts utilizing the Contract, with a current Safety Data Sheet (SDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under appropriate State of Oklahoma Statute. Appropriate labels and SDSs shall be provided for all shipments. Send SDSs and other pertinent data to: City of Oklahoma City, Risk Management Division, 420 W. Main, Suite 630, Oklahoma City, Oklahoma 73102.

**OSHA REQUIREMENT** - The supplier or contractor hereby guarantees The City of Oklahoma City and its Trusts that all material, supplies and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.  
THE CITY OF OKLAHOMA CITY AND ITS TRUSTS ARE EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX. THE CITY'S SALES TAX EXEMPT PERMIT NUMBER IS 516924.