

AMENDMENT NO. 5 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 10TH day of SEPTEMBER, 2024, by and between The City of Oklahoma City, a municipal corporation, herein after "City", and CEC Corporation, herein after "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on October 25, 2022 as follows:

Project No. PC-0926, Widening of Post Road; and
WC-1023, 60-Inch Water Transmission Main Relocation; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to roadway widening to a 3-lane roadway, including open section drainage, various drainage improvements and pedestrian sidewalk along one side of the project, intersection improvements (PC-0926), and alignment study for the relocation of the 60-inch water main (WC-1023); and

WHEREAS, subsequent to execution of the original contract, the Engineer will provide three separate bid packages for the projects, the first bid package will consist of the water main relocation along SE 74th Street and the south mile of Post Road (WC-1023-A), the second consists of the roadway resurfacing along SE 74th Street and widening of the south mile of Post Road (PC-0926-A), and the third consists of the water main relocation and roadway resurfacing along SE 44th Street and the widening of the north mile of Post Road, which includes the waterline connections at SE 44th Street and SE 74th Street on Douglas Boulevard (WC-1023-B and PC-0926-B); and

WHEREAS, the Engineer will also provide oversight during construction to ensure that the contractors are coordinating effectively and the project remains on schedule, therefore, it was necessary to incorporate Task 6 - Construction Oversight, into the Contract; and

WHEREAS, the estimated construction cost for PC-0926 is \$9,952,460 for the base bid, \$4,605,847 for Alternate 1, reconstruction of SE 74th and SE 44th Streets within the projects limits, and \$1,825,070 for Alternate 2, closed drainage system in lieu of an open drainage system) for a total of \$16,383,370 (an overall increase of \$5,002,037); and

WHEREAS, the work above was authorized under the auspices of **Amendment No. 1**; and
CS 10/22/18

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to direct the Engineer to proceed with preparation of Final Plans and Specifications for WC-1023; and

WHEREAS, Bidding, Construction Administration, As-Built and Inspection Services remained possible by future amendment; and

WHEREAS, the Engineer also provided hydraulic modeling and potholing services necessary for both projects; and

WHEREAS, the hydraulic modeling related to PC-0926 ensured that the drainage structures in the Project area are properly sized and draining correctly; and

WHEREAS, the Engineer was required to provide coordination efforts with FEMA related to Project PC-0926, therefore, it was necessary to increase Exhibit E- Additional Services to compensate the Engineer for these services; and

WHEREAS, the hydraulic modeling related to WC-1023 evaluated the system under simulated transient conditions and recommended mitigation to maintain maximum and minimum pressures within an acceptable range; and

WHEREAS, the estimated construction cost for WC-1023 is \$27,877,000 (an increase of \$27,877,000); and

WHEREAS, the work above was authorized under the auspices of **Amendment No. 2**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to direct the Engineer to design two custom drop inlets required at two separate cross drains along Post Road; and

WHEREAS, it was also determined that five cast-in-place butterfly vaults were required for the proposed 60-inch waterline, therefore, the Engineer provided structural design services and incorporated the design into the final plans; and

WHEREAS, Amendment No. 1 allowed for Bidding, Construction Administration, As-Built and Inspection Services for WC-1023 to be provided by possible future amendment; and

WHEREAS, it was determined to direct the Engineer to move forward with those services, as well as additional survey and geotechnical services related to the waterline portion of the project; and

WHEREAS, a scrivener's error from Amendment No. 1 which showed an incorrect subtotal for an item in PC-0926 - Task 1 was corrected by Amendment No. 3; and

WHEREAS, the work above was authorized under the auspices of **Amendment No. 3**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined that additional structural design is necessary for cross drain structures where the 60-inch waterline crosses underneath, custom end structure to alleviate conflicts with a high-pressured gas transmission line, and detailing of wall openings in proposed cross drains for the proposed storm sewer system; and

WHEREAS, the estimated construction cost for PC-0926 is \$8,206,876 (a decrease of \$8,176,501) and for WC-1023, \$16,460,220 (a decrease of \$11,416,780 for a total of \$24,667,096); and

WHEREAS, the work above was authorized under the auspices of **Amendment No. 4**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it has been determined to direct the Engineer to provide additional design for WC-1023-C which includes waterline connection plans, structural design services for the cathodic protection vault, and the structural design for the waterline restraint structures associated with the waterline relocation; and

WHEREAS, the original contract must be amended to provide for the Engineer's increased scope of work as outlined above and associated fees; and

WHEREAS, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$1,322,692 for engineering services

For Amendment No. 1:

Not to exceed \$819,023 for engineering services

For Amendment No. 2:

Not to exceed \$1,632,800 for engineering services

For Amendment No. 3:

Not to exceed \$1,211,780 for engineering services

For Amendment No. 4:

Not to exceed \$87,017 for engineering services

For Amendment No. 5:

Not to exceed \$95,050 for engineering services

Total Amended Contract:

Not to exceed \$5,168,362 for all services (an increase of \$95,050; and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend **Paragraph 2. Basic Services.** to read as follows:

Engineering Services. The Engineer is hereby engaged and employed by the City to perform in accordance with good engineering practices and in the best interest of the City in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to providing three separate bid packages, analysis of existing drainage structures, and project oversight during construction; and **Amendment No. 2** work related to preparation of Final Plans and Specifications for WC-1023, and hydraulic modeling and potholing services necessary both projects; and **Amendment No. 3** work related to design of two custom drop inlets required at two separate cross drains along Post Road, structural design services for five butterfly vaults required on the waterline, and Bidding, Construction Administration, As-Built and Inspection Services, as well as additional survey and geotechnical services related to the waterline portion of the project; and **Amendment No. 4** work related to structural design for cross drain structures where the 60-inch waterline crosses underneath, custom end structure to alleviate conflicts with a high-pressured gas transmission line, and detailing of wall openings in proposed cross drains for the proposed storm sewer system; and **Amendment No. 5** work related to design of WC-1023-C) including Exhibit A, and including but not limited to the following:

II. Amend **Paragraph 5. Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$5,168,362 (an increase of \$95,050), which includes: for Basic Services an amount not to exceed \$4,760,429 (an increase of \$95,050), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$407,933, as specifically set forth in Exhibit E attached hereto and incorporated herein.

III. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A – Scope of Work (added by Amendment No. 5)**”:

**Exhibit A – Scope of Work
(Added by Amendment No. 5)**

**GENERAL SCOPE OF SERVICES
WC-1023**

Following is an amendment to the scope of services provided by CEC for the City of Oklahoma City waterline relocation project WC-1023. The additional scope of services includes the additional plans sheets, specifications, and bidding services associated with the breakout of the Phase C waterline connection plans, the structural design services for the cathodic protection vault in Phase C, and the structural design for the waterline restraint structures associated with the waterline relocation.



PROJECT DESCRIPTION

The added improvements included in this scope are proposed by the City and include the following:

WC-1023 Phase C:

- Creation of additional plan sheets and specifications that were not originally anticipated as part of Phase A and Phase B (ex. separate title sheet, typical sheet, erosion control, demolition plans, signing and striping, etc.)
- Additional round of bidding services for Phase C plans.
- Structural design of the cathodic protection vault for the waterline.
- Structural design of waterline restraint structures in the form of a soil-supported concrete thrust wall, a pile-supported thrust wall, and a concrete thrust collar.

TASK 1 – NOT NEEDED FOR THIS AMENDMENT

TASK 2 – FINAL PLANS

WC-1023

This task includes the work required to prepare design plans for construction of the project improvements described above. The scope includes the preparation and submittal of the final signed and sealed construction plans along with the Engineer's construction cost estimate. Plans will be prepared per City standards and specifications. Detailed scope items are as follows:

- Submit 90% design plans to the City of Oklahoma City for review prior to proceeding to Final Plans.
- Incorporate review comments from the 90% submittal review.
- Prepare final plans, specifications, and engineer's estimate.

TASK 3 – BIDDING SERVICES

WC-1023

This task includes the work required to perform the bidding services assistance for Project No. WC-1023 PHASE C. Detailed scope items are as follows:

- Attend and assist with one (1) bid opening meeting.
- Prepare .CSV file for electronic bidding
- Answer contractor questions and issue clarifications as needed
- Review bids and provide recommendation of contractor

TASK 4 – NOT NEEDED FOR THIS AMENDMENT

TASK 5 – NOT NEEDED FOR THIS AMENDMENT

TASK 6 – NOT NEEDED FOR THIS AMENDMENT

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V. Amend **EXHIBIT B – COMPENSATION** to read as follows:

**EXHIBIT B
COMPENSATION
PROJECTS PC-0926, WIDENING OF POST ROAD; AND
WC-1023, 60-INCH WATER TRANSMISSION MAIN RELOCATION**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$5,168,362 (an increase of \$95,050) which includes: for Basic Services an amount not to exceed \$4,760,429 (an increase of \$95,050) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$407,933 as specifically set forth in Exhibit E.

B.I. Basic Work and Services
PC-0926 -\$1,830,964

Compensation for basic services may not exceed \$1,830,964, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1A an amount not to exceed:
\$100,875

Completion and submittal of the Pre-Design Services for the project.

The breakdown for Task 1A, Pre-Design Services is as follows:

Environmental Studies	\$30,000
Geotechnical Engineering	\$42,875
Traffic Counts and Analysis	\$28,000

Task 1B an amount not to exceed:
\$361,410

Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.

The breakdown for Task 1B, Preliminary Report Services is as follows:

Additional Geotechnical Engineering	\$ 22,680 (added by Amendment No. 1)
Survey Services	\$ 14,800 (added by Amendment No. 1)
Preliminary Report Services	\$323,930

Task 2 an additional amount not to exceed:
\$811,733

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:
\$53,634

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$216,840

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:
\$36,072

Upon satisfactory completion and acceptance of the project as-built drawings.

Task 6 (added by Amendment No. 1)
an additional amount not to exceed:
\$250,400

Compensation for Construction Oversight Services related to three construction contracts necessary to complete the projects (16 hours per week for a duration of 96 weeks).

B.II. Basic Work and Services
WC-1023 - \$3,078,205

Compensation for basic services may not exceed \$3,078,205 (an increase of \$95,050), and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1A an amount not to exceed:
\$107,915

Completion and submittal of the Pre-Design Services for the project.

The breakdown for Task 1A – Pre-Design Services is as follows:

Environmental Studies	\$30,000
Geotechnical Investigation	\$60,915
Survey Services	\$17,000 (added by Amendment No. 3)

Task 1B an amount not to exceed:
\$93,000

Completion and recommendation by the City Engineer for approval by the City of the Alignment Study for the project.

Task 1C an amount not to exceed:
Not required for this Project

Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:
\$1,542,350 (an increase of \$51,250)

Completion and acceptance by the City of the final plans and specifications for the project.

The breakdown for Task 2 is as follows:

Project Coordination	\$ 266,000
Detailed Design Services	\$1,201,000
Project Coordination	\$ 12,100 (added by Amendment No. 3)
Structural Design of 5 Butterfly Valves	\$ 12,000 (added by Amendment No. 3)

Task 3 an additional amount not to exceed:
\$151,200 (an increase of \$43,800)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$323,000

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

The breakdown for Task 4 is as follows:

Butterfly Vaults	\$ 3,000 (added by Amendment No. 3)
Waterline Relocation	\$320,000 (added by Amendment No. 3)

Task 5 an additional amount not to exceed:
\$40,000

Upon satisfactory completion and acceptance of the project as-built drawings.

Task 6 an additional amount not to exceed:
\$672,000

Compensation for Inspection Services shall not be greater than the amount and value of the work and services performed by the Engineer.

The breakdown for Task 6 is as follows:

Phase I Waterline Inspection

\$336,000 (added by Amendment No. 3)

Phase II Waterline Inspection

\$336,000 (added by Amendment No. 3)

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CONCURRED by the Oklahoma City Water Utilities Trust this 10TH day of SEPTEMBER, 2024

ATTEST:

Amy K. Simpson
Secretary



Joe Cook
Chairman

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032 www.mclaughlin-ins.com	CONTACT NAME: Amanda Chaffee PHONE (A/C. No. Ext): 469-941-4101 FAX (A/C. No): E-MAIL ADDRESS: amanda@mclaughlin-ins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Casualty Co of Connecticut</td> <td>36170</td> </tr> <tr> <td>INSURER D : Travelers Casualty and Surety Co of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : Travelers Casualty Co of Connecticut	36170	INSURER D : Travelers Casualty and Surety Co of Amer	31194	INSURER E :		INSURER F :
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INSURED CEC Corporation 4555 W. Memorial Rd Oklahoma City OK 73142														

COVERAGES

CERTIFICATE NUMBER: 81401344

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible Amount: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-8W859405	6/8/2024	6/8/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Deductible Amount: \$1,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2024	6/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2024	6/8/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	UB-8W859718	6/8/2024	6/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Ded. Amount: \$25,000 Per Claim/Agg.		<input checked="" type="checkbox"/>	107269615	6/8/2024	6/8/2025	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. RE: Project No. PC-0926, Widening of Post Road; & WC-1023,60-Inch Water Transmission Main Relocation

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its participating public trust Dept. of Public Works 420 W. Main Street, 7th Floor Oklahoma City OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Jeff McLaughlin

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ACORD 25 (2016/03)

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