

**AMENDMENT NO. 3 TO JOINT CONTRACT FOR CIVIL ENGINEERING SERVICES
FOR WATER AND WASTEWATER SYSTEMS AT TINKER AIR FORCE BASE**

This amendment is made and entered into this 20TH day of JUNE, 2023, by and between The City of Oklahoma City, a municipal corporation, herein called "City" the Oklahoma City Water Utilities Trust, herein called "Trust", and Benham Design, LLC., herein called "Engineer".

WITNESSETH:

Project No. MC-0714-B
Civil Engineering Services for Water and Wastewater Systems at Tinker Air Force Base; and

WHEREAS, on October 11, 2022, the City and the Trust engaged the Engineer to perform water and wastewater civil engineering services; and

WHEREAS, subsequent to the execution of the original contract, it was determined that additional services may be required for completion of projects derived from this contract, therefore, Exhibit D – Additional Services was added to the contract; and

WHEREAS, the above was authorized under the auspices of **Amendment No. 1**; and

WHEREAS, subsequent to the execution of the original contract as previously amended, it was determined engineering services and related improvements are anticipated to exceed the current annual engineering fee and construction cost per project, therefore it was necessary to increase the annual engineering fee to \$1,000,000 (an increase of \$500,000) and the estimated construction cost per project to \$2,000,000 (an increase of \$500,000); and

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

WHEREAS, subsequent to the execution of the original contract as previously amended, and in an effort to avoid project delays, it has been determined to be in the best interest of the City and Trust to incorporate Reimbursable Expenses into to Paragraph 3. Compensation to allow for reimbursement of permitting fees the Engineer may incur during the duration of projects; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to amend the contract as follows:

I. Amend **Paragraph 3. Compensation**. to read as follows:

The Engineer shall be compensated at the following hourly rates for work performed under the auspices of this Joint Contract:

POSITION	Year 1	Year 2	Year 3
Principal	\$250.94	\$260.98	\$271.42
Senior Architect	\$199.99	\$207.99	\$216.31
Senior Engineer	\$199.99	\$207.99	\$216.31
Project Engineer	\$150.72	\$156.75	\$163.02
Electrical Engineer	\$159.24	\$165.61	\$172.23
Mechanical Engineer	\$158.96	\$165.32	\$171.93
Structural Engineer	\$153.61	\$159.75	\$166.14
Engineer Intern	\$113.09	\$117.61	\$122.32
Traffic Engineer	\$150.72	\$156.75	\$163.02
Environmental Specialist	\$150.72	\$156.75	\$163.02
Project Manager	\$224.20	\$233.17	\$242.49
CADD Supervisor	\$139.10	\$144.66	\$150.45
Design Technician	\$139.10	\$144.66	\$150.45
CADD Operator/Technician	\$111.44	\$115.90	\$120.53
Registered Surveyor (PLS)**	\$178.50	\$185.64	\$193.07
Survey Crew Chief**	\$136.50	\$141.96	\$147.64
Survey**	\$105.00	\$109.20	\$113.57
Research Technician**	\$126.00	\$131.04	\$136.28
Survey Crew**	\$199.50	\$207.48	\$215.78
GIS Specialist	\$157.50	\$163.80	\$170.35
GIS Technician	\$126.00	\$131.04	\$136.28
Clerical/Admin	\$99.98	\$103.98	\$108.14
Construction Engineer	\$168.07	\$174.79	\$181.78
Construction Technician	\$134.55	\$139.93	\$145.53
Senior Inspector	\$187.00	\$194.48	\$202.26
Field Inspector	\$162.00	\$168.48	\$175.22
Drone Operator	\$115.38	\$120.00	\$124.80
Pipe Clean and Video, pre-design (L.F.) **	\$4.73	\$4.97	\$5.21
Pipe Video, post construction (L.F.) **	\$1.58	\$1.66	\$1.75
Pipe Video idle time (Hr.) **	\$551.25	\$578.81	\$607.75

The annual engineering fee (including Reimbursable Expenses) for work and/or services performed under this Joint Contract is estimated at \$1,000,000 per fiscal year.

Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Engineer in the interest of the project, with the prior approval of the General Manager, and include the following:

1. Payment of permit fees required by the Project*.
*The Engineer will only be reimbursed for the actual cost of the permit application fee. A valid invoice and/or receipt of payment from the billing agency must be provided for reimbursement. All administrative time or costs are to be included in the Base Services portion of the Contract.

The Engineer shall submit invoices, accompanied by detailed description of the total work accomplished to the City and OCWUT, not more than once per month.

Reimbursable expenses are limited to the actual cost for expenditures and shall not include any anticipated profits, overhead expenses, salaries and/or such other costs.

[Remainder of this page intentionally left blank]

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City, the Trust, and the Engineer that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 8 day of June, 2023

ATTEST:

BENHAM DESIGN, LLC

Adam West

Vice President

STATE OF OKLAHOMA)

SS

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 8 day of JUNE, 2023, by Adam West, as Sr. Vice President of Benham Design, LLC

My Commission Expires/Commission Number

06/28/25 / 21008523



Kim Kirkpatrick
Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 20TH day of JUNE, 2023

ATTEST:

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 20TH day of JUNE, 2023

ATTEST:

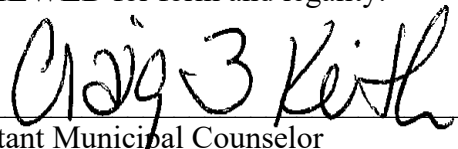
Amy K Simpson
Secretary



THE OKLAHOMA CITY WATER
UTILITIES TRUST

Joe Couch
Chairman

REVIEWED for form and legality.


Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)

5/30/2023

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:
	PHONE (A/C, No, Ext):
INSURED 1456391 BENHAM DESIGN LLC 14000 QUAIL SPRINGS PARKWAY, SUITE 500 OKLAHOMA CITY OK 73134	FAX (A/C, No):
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Arch Insurance Company	NAIC # 11150
INSURER B: Berkley Assurance Company	39462
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 18879401 **REVISION NUMBER:** XXXXXXXX

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"/> *SEE BELOW FOR STOP GAP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	41PKG8983301	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	41PKG8983301	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	44WC18983401 (AOS) 41WC18983301 (FL,NY,PA)	6/1/2023 6/1/2023	6/1/2024 6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
B	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	PCAB-5018318-0623	6/1/2023	6/1/2024	\$1,000,000 PER CLAIMS; \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
[THE GENERAL LIABILITY POLICY INCLUDES STOP GAP EL \$1,000,000/\$1,000,000/\$1,000,000 FOR ND, OH, WA, WY] PROJECT NO. MC-0714-B, CIVIL ENGINEERING SERVICES FOR WATER AND WASTEWATER SYSTEMS AT TINKER AIR FORCE BASE. THE CITY OF OKLAHOMA CITY AND OKLAHOMA CITY WATER UTILITIES TRUST IS/ARE INCLUDED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY IF REQUIRED BY SIGNED, WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO ALL POLICIES IF REQUIRED BY SIGNED, WRITTEN CONTRACT AND WHERE ALLOWED BY LAW, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. 30 DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

18879401 The City of Oklahoma City Department of Public Works 420 West 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 
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