

### **AMENDMENT NO. 3 TO CONTRACT FOR ENGINEERING SERVICES**

This amendment is made and entered into this 13TH day of AUGUST, 2024 by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and Garver, LLC, herein called "Design Engineer".

#### **WITNESSETH:**

**WHEREAS**, the Trust and the Design Engineer entered into an agreement on May 3, 2016, as follows:

Project No. WC-0871  
Atoka Pipeline Raw Water Transmission Line; and

**WHEREAS**, this project provides for design and all other engineering services related to construction of a segment of the Atoka Pipeline raw water transmission line from Pump Station O to Coalgate (13.9 miles); and

**WHEREAS**, subsequent to execution of the original contract and during the design phase, an archeological site was discovered within the project limits, which will require the previously designed 72-inch raw water pipeline to be relocated; and

**WHEREAS**, a new easement was acquired to allow for the realignment of approximately 2,500 linear feet of 72-inch pipeline to cross the existing 60-inch raw water pipeline in two locations; and

**WHEREAS**, the realignment adjacent to the existing 60-inch pipeline required additional geotechnical investigation and topographical survey for the new realignment area; and

**WHEREAS**, therefore, it was determined to be in the best interest of the Trust to direct the Design Engineer to provide additional design services, geotechnical investigation, and topographical survey necessary for the 72-inch pipeline realignment; and

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

**WHEREAS**, on December 18, 2020, Cabbiness Engineering, LLC entered into an agreement with Garver, LLC to merge with Garver, LLC; and

**WHEREAS**, on January 29, 2021, Cabbiness Engineering, LLC dispatched a letter (Attachment A) to the Oklahoma City Water Utilities Trust requesting assignment of Project WC-0871 from Cabbiness Engineering, LLC to Garver, LLC; and

**WHEREAS**, on January 29, 2021 Garver, LLC dispatched a letter (Attachment B) to the Oklahoma City Water Utilities Trust indicating Garver, LLC's willingness to accept assignment of Project WC-0871 from Cabbusiness Engineering, LLC to Garver, LLC; and

**WHEREAS**, it was determined to be in the best interest of the Trust to assign the engineering services contract (as amended) for Project WC-0871 from Cabbusiness Engineering, LLC to Garver, LLC; and

**WHEREAS**, the above was authorized under the auspices of **Assignment**; and

**WHEREAS**, subsequent to execution of the original contract as previously amended and assigned, during review of the 35% plan submittal, it was determined to be in the best interest of the Trust to abandon the original surveyed pipeline alignment and utilize the existing 60-inch raw water pipeline as basis for the new survey alignment of the 72-inch raw water pipeline; and

**WHEREAS**, as a result of the new alignment, the Design Engineer will be required to provide the following services beyond the original scope of work, including, but not limited to: 1) additional field verification of the existing pipeline alignment and generation of exhibits for additional utility locates; 2) plan revisions to include re-creation of the project baseline, associated stationing, and existing ground profile in order to maintain the minimum required distance offset; 3) revise the proposed 72-inch vertical profile due to the pipeline's new horizontal alignment and recreate plan & profile sheet's profile bands with new stationing and elevations due to the revised horizontal and vertical profiles; and 4) review and revise all existing topographic notes, proposed construction notes, and cathodic protection field data; and

**WHEREAS**, it was also determined to direct the Design Engineer to provide design of a protective cover for exposed sections of the existing 60-inch Atoka Raw Water Line; and

**WHEREAS**, the estimated construction cost is \$68,453,860 (an increase of \$23,342,860); and

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

**WHEREAS**, the original contract allowed for 23 months of construction; and

**WHEREAS**, subsequent to execution of the original contract as previously amended, the construction contract has been awarded and the construction period has increased to 27 months; and

**WHEREAS**, the Design Engineer will be required to perform additional Construction Administration, Pipe Inspection Services, Construction Inspection Services, and As-Built Services; and

**WHEREAS**, additionally, it was determined to increase Exhibit E - Additional Services, to provide up to an additional four months of Task 4C, Construction Inspection Services should the construction period be extended beyond 27 months; and

**WHEREAS**, unused funds in completed tasks will be re-allocated to fund a portion of this amendment; and

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

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

For the original contract:

Not to exceed \$2,306,510 for engineering services

For Amendment No. 1:

Not to exceed \$150,600 for engineering services

For Amendment No. 2:

Not to exceed \$102,680 for engineering services

For Amendment No. 3:

Not to exceed \$563,974 for engineering services

Total Amended Contract:

Not to exceed \$3,123,764 for all services (an increase of \$563,974); 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:

**Basic Services.** The Engineer is hereby engaged and employed by the Trust to perform in accordance with good engineering practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to the realignment of 2,500 liner feet of 72-inch raw water pipeline, including additional design, topographical survey, and geotechnical investigation services; and **Amendment No. 2** work related to design modifications for the new survey alignment of the 72-inch raw water pipeline and the design of a protective cover for exposed sections of the existing 60-inch Atoka Raw Water

Line; and **Amendment No. 3** work related to eight months of additional Construction Administration, Pipe Inspection Services, Construction Inspection Services, and As-Built Services) and 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 \$3,123,764 (an increase of \$563,974), which includes: for Basic Services an amount not to exceed \$2,835,964 (an increase of \$426,174) as specifically set forth in Exhibits B - Compensation and B-1 – Compensation Fee Schedule, both of which are attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$287,800 (an increase of \$137,800) as specifically set forth in Exhibit E, attached hereto and incorporated herein.

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

**EXHIBIT B  
COMPENSATION  
PROJECT NO. WC-0871  
ATOKA PIPELINE RAW WATER TRANSMISSION LINE**

Under the terms of this Contract, the Design Engineer agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$3,123,764 (an increase of \$563,974), which includes: for Basic Services an amount not to exceed \$2,835,964 (an increase of \$426,174) as specifically set forth in Exhibits B - Compensation and B-1 – Compensation Fee Schedule, both of which are attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$287,800 (an increase of \$137,800), as specifically set forth in Exhibit E.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$2,835,964 (an increase of \$426,174), and in no event may the Design Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Engineer may receive compensation for services rendered upon the completion of the tasks up to the not to exceed amounts within Exhibit B-1. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed.

**EXHIBIT B-1  
COMPENSATION FEE SCHEDULE  
PROJECT NO. WC-0871  
ATOKA PIPELINE RAW WATER TRANSMISSION LINE**

[illegible]

1	Only complete the cells that are blue. Green cells are calculation results.
2	Duration for Task 1 and Work Order 1 will only be applicable to Task 1A. Task 1A must be completed within the contract duration above. Tasks 1B - 1F will be authorized by Work Order 1 but their contract duration may extend past the contract duration for Task 1A. However, Tasks 1B - 1F must be completed by the completion of Task 2.
3	Costs for reimbursables, including reproduction costs and travel, lodging and food expenses, are to be included in other items.
4	Task items that are provided with a quantity and unit price item shall be paid on the unit price basis. Any decrease in the estimated quantity will result in a decrease in that task and the overall contract price at the unit prices established in this contract. Any increase in the estimated quantity will require the authorization of additional funds by amendment or the use of funds available in additional services. Any increase in the quantity must be authorized by the General Manager prior to the start of the work. The amount of the increase will be per the unit price established in this contract multiplied by the additional quantities authorized. The unit price established in this contract will be fixed and no changes will be allowed.
5	Additional services may be used and additional funds may be authorized for increases in quantities for unit price items and other engineering services deemed necessary by the Trust. The scope and fee for the work to be done under additional services must be approved and authorized by the General Manager prior to the start of the work.
6	The General Manager will issue Work Orders for the tasks in the project as described below. No work or funds are authorized prior to issuance of the respective work order. The Engineer is not authorized to start and will not be paid for work completed on tasks unless the work and use of funds has been authorized by a work order. The starting date of any work order is at the sole discretion of the Trust and there could be a substantial amount of time between work orders. No additional payment will be authorized due to the time between issuance of work orders.
7	For the 66 and 72-inch procurement quantities (Tasks 2B and 2C), the Trust may decide to authorize completion of Task 2B, Task 2C or the combination of Task 2B and 2C.
8	For Options 2 - 5, the spreadsheet is configured so that the fees provided for Tasks 3 - 5 are PER EACH bid package. For instance, the fees provided in Option 2 for Task 3A should be the cost necessary for preparation of final plans for one of the two bid packages. A multiplier for the number of bid packages in the option will be used to calculate the total cost for the tasks under that option.

Engineering Services Contract Amendment Page 5

**EXHIBIT E**  
**ADDITIONAL SERVICES**  
**PROJECT NO. WC-0871**  
**ATOKA PIPELINE RAW WATER TRANSMISSION LINE**

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. The Design Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Increases in quantities for unit price items as stated in Exhibit B-1 – Compensation Fee Schedule of this Contract, Tasks 1B, 1E, 2D, 2E and 4C.
2. Other engineering services for this project as deemed necessary by the Trust.
3. Cost of additional copies in excess of the contract requirements.
4. Provide Task 4A, Construction I Services – Four additional months at \$34,450 per month for a total of \$137,800.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$287,800 (an increase of \$137,800). This allowance is to be used and paid to the Design Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the General Manager. The Additional Services compensation may only be used after the Design Engineer has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Design Engineer's employees and the Design Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

**[The remainder of this page intentionally left blank]**

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Engineer that all terms and conditions of the original Contract as amended 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 Garver, LLC this 29 day of July, 2024.

GARVER, LLC

ATTEST:

  
Mary E. Mach, Vice President

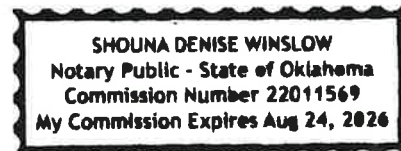
STATE OF OKLAHOMA     )  
  )     SS  
COUNTY OF OKLAHOMA     )

This instrument was acknowledged before me on this 29 day of July, 2024, by Mary E. Mach, as Vice President of Garver, LLC.

  
Notary Public

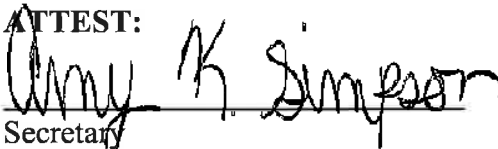
My Commission Expires/Commission Number:

Aug 24, 2026 / 22011569 (Seal)




IN WITNESS WHEREOF, this Amendment was approved and executed by the Oklahoma City Water Utilities Trust this 13TH day of AUGUST, 2024

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:  
  
Secretary



  
Chairman

REVIEWED for form and legality.

  
Assistant Municipal Counselor

**CONCURRED** by the City of Oklahoma City this 27TH day of AUGUST,  
2024

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt  
Mayor





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2024

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).

<b>PRODUCER</b> Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201  www.stephensinsurance.com	<b>CONTACT</b> NAME: Kathy Jones PHONE (A/C, No, Ext): 501-377-8502 E-MAIL ADDRESS: kathy.jones@stephens.com FAX (A/C, No):  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Phoenix Insurance Company (A++XV) NAIC # 25623 INSURER B: Charter Oak Fire Insurance Company (A++XV) 25615 INSURER C: Standard Fire Insurance Company (A++XV) 19070 INSURER D: Travelers Property Casualty Co of Amer (A++ XV) 25674 INSURER E: Starr Surplus Lines Insurance Company (A XV) 13604 INSURER F: Tokio Marine Specialty Insurance Company (A++XV) 23850
<b>INSURED</b> Garver LLC 750 SW 24th St., Suite 200 Moore OK 73160	

**COVERAGES****CERTIFICATE NUMBER:** 81103612**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-PHX-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537-24-43-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-6J09853A-24-43	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-7K425966-24-43-G	7/1/2024	7/1/2025	<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
E	Professional Liability- Claims Made			1000634123241	7/1/2024	7/1/2025	Each Claim & Aggregate \$2,000,000
F	Contractor's Pollution Liability			PPK2691456	7/1/2024	7/1/2025	Occurrence & Aggregate \$2,000,000
	Maritime Employer's Liability *			PSR083863	7/1/2024	7/1/2025	Combined Single Limit \$1,000,000
	Underwriter at Lloyds NAIC AA-1122000						

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

See Attached  
RE: WC-0871 Atoka Pipeline / Garver Project:21W02267  
NO LIABILITY DEDUCTIBLES / RETENTIONS APPLY TO POLICIES ABOVE OTHER THAN THE PROFESSIONAL LIABILITY.  
PROFESSIONAL LIABILITY SIR THAT APPLIES TO THIS PROJECT IS \$25,000 PER REQUIREMENT OF WRITTEN CONTRACT.  
Full Prior Acts applies under the Starr Professional Liability policy shown above.

**CERTIFICATE HOLDER**

WC-0871 Atoka Pipeline / Garver Project:21W02267  
  
The City of Oklahoma City and its participating public trusts: The Oklahoma City Water Utilities Trust  
420 West Main Street, Suite 500  
Oklahoma City OK 73102

**CANCELLATION**

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

Ted Grace

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ACORD 25 (2016/03)

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# ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 750 SW 24th St., Suite 200 Moore OK 73160	
POLICY NUMBER P-630-1G052988-PHX-24		EFFECTIVE DATE: 7/1/2024	
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623		

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** The City of Oklahoma City and its participating public trusts: The Oklahoma City Water Utilities Trust

**ADDRESS:** 420 West Main Street, Suite 500 Oklahoma City OK 73102

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

\*\*\* (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-PHX-24 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause.

General Liability Includes Work Within Railroad by endorsement CG D3 79 and Auto includes Work within Railroad endorsement CA 2070 .

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

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AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 750 SW 24th St., Suite 200 Moore OK 73160
POLICY NUMBER P-630-1G052988-PHX-24		
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623	EFFECTIVE DATE: 7/1/2024

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Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

Cyber Policy PRV30063164200 with Endurance Assurance Corporation, eff. 7/1/24-7/1/25  
Limits \$10,000,000 Data & Network Liability.