

AMENDMENT NO. 4 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment is made and entered into this 6TH day of MAY, 20 25, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called the "Trust", and Triad Design Group, Inc., herein called the "Design Engineer".

WITNESSETH:

WHEREAS, the Trust and the Design Engineer entered into an agreement on April 5, 2016, as follows:

Project No. WC-0875
Atoka Pipeline Raw Water Transmission Line
Canadian River Crossing; 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 for the Canadian River Crossing (0.6 miles); and

WHEREAS, the original contract provided for the Design Engineer's preparation of plans (Task 2) for a bridge system or a bore/tunnel; and

WHEREAS, subsequent to execution of the original contract and approval of the Preliminary Design Report, it was determined to be in the best interest of the Trust to direct the Design Engineer to provide design for two tunnels, a 60-inch and a 72-inch, crossing under the Canadian River; and

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

WHEREAS, the original contract provided for the Design Engineer to complete Task 4A - Construction Administration and Task 4C - Resident Inspection Services for a construction period of 12 months; and

WHEREAS, subsequent to execution of the original contract as previously amended, it has been determined necessary to increase the construction period to 22 months due to the addition of a 60-inch pipeline crossing which requires an additional tunnel under the Canadian River; and

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WHEREAS, the tunneling operation for both tunnels will last for six months; and

WHEREAS, the Design Engineer will be required to have a Tunnel Engineer Inspector on-site full time during the tunneling period to monitor and inspect the tunneling activities and installation of the casing and carrier pipes; and

WHEREAS, to defray inspection costs, the Project Site Representative (Inspector) will not be required to be on-site while the Tunnel Engineer Inspector is on-site; and

WHEREAS, the Project Site Representative (Inspector) will resume duties once the Tunnel Engineer Inspector is no longer required to be on-site; and

WHEREAS, the addition of Task 4D - Tunnel Engineer Inspection Services will provide for the work and associated fees necessary to complete the tunneling; and

WHEREAS, additionally, it was determined to increase Exhibit E - Additional Services, to provide up to an additional six months of Task 4C, Resident Inspection Services, should the construction period be extended beyond 22 months; and

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

WHEREAS, subsequent to the execution of the original contract as previously amended, it was determined that tunneling operations will extend beyond the anticipated 6 months, therefore, it was necessary to increase Task 4D – Tunnel Engineer Inspection Services to 13 months (an increase of seven months); and

WHEREAS, additionally, it was determined to increase Exhibit E - Additional Services, to provide up to an additional five months of Task 4D - Tunnel Inspection Services, should the inspection period extend beyond 13 months; and

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

WHEREAS, subsequent to the execution of the original contract as previously amended, it has been determined to be in the best interest of the Trust to direct the Design Engineer to prepare plans and specifications for the removal of the existing Canadian River Aerial Crossing;
and

WHEREAS, the removal will require a 404 Nationwide Permit from the US Army Corps of Engineers, therefore, the Design Engineer will conduct a biological assessment and waters and wetland delineation study prior to completing the design; and

WHEREAS, the Design Engineer will also provide bidding, construction administration, as-built and inspection services for the removal; and

WHEREAS, this work will be performed under WC-0875, Phase II; and

WHEREAS, the estimated construction cost for Phase II is \$3,000,000; 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 \$1,613,400 for engineering services

For Amendment No. 1:

Not to exceed \$268,905 for engineering services

For Amendment No. 2:

Not to exceed \$540,000 for engineering services

For Amendment No. 3:

Not to exceed \$480,000 for engineering services

For Amendment No. 4:

Not to exceed \$470,000 for engineering services

Total Amended Contract:

Not to exceed \$3,372,305 for all services (an increase of \$470,000); 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 Design 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 design of two tunnels, a 60-inch and 72-inch, crossing under the Canadian River; and **Amendment No. 2** work related to the

extension of Task 4A - Construction Administration and Task 4C -Resident Inspection Services due to the increased construction period and the addition of Task 4D, Tunnel Engineer Inspection Services; and **Amendment No. 3** work related to the extension of Task 4D, Tunnel Engineer Inspection Services; and **Amendment No. 4** work related to preparation of Plans and Specifications for the removal of the existing Canadian River Aerial Crossing and conduct a biological assessment and waters and wetland delineation study to receive a 404 Nationwide Permit); 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 \$3,372,305 (an increase of \$470,000), which includes: for Basic Services an amount not to exceed \$2,924,305 (an increase of \$430,000) 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 \$448,000 (an increase of \$40,000) as specifically set forth in Exhibit E.

III. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Amendment No. 4– Scope of Work**”:

- A. The engineer will prepare final plans & specifications for the removal of the aerial water line across the Canadian River which is part of the 60” Atoka pipeline (see attached drawing). The plans & specifications will include, but not limited to the following:
 - a. Removal of concrete structures at the north & south end of the crossing.
 - b. Removal of 21 piers to five (5) feet below the existing ground elevation four (4) of which are within the ordinary high-water mark (OHWM). These will also be removed to an elevation of five feet below the water surface elevations.
 - c. Removal of 2300 LF of 60” steel pipe from the job site.
- B. The engineer will provide bidding services to the Trust in accordance with the Trust requirements. These services will include one pre-bid conference and answering contractors’ questions during the bid process.
- C. The engineer will also provide construction administration services during the construction process in accordance with the existing contract.
- D. Upon completion of the construction the engineer will provide project “as-builts” in accordance with the existing contract.
- E. During the construction period the engineer will provide standard inspection services in accordance with the existing contract.
 - a. The scope of work will also include the services necessary for preparing a Sections 10 and 404 NWP NOI form and supporting documents to the U.S. Army Corps of Engineers (USACE) for the removal of the aerial water-line piers crossing the Canadian River.
 - b. The engineer will prepare the Sections 10, and 404 NWP PCN as follows:

- i. A PCN will be prepared following USACE guidelines and submitted to the USACE to obtain coverage under NWP #58 Utility Line Activities for Water and Other Substances for the project activities.
- ii. Specialist studies will be conducted with applicable field surveys within the project area boundary to satisfy the NWP #58 General Conditions. Notices of field studies will be sent to all landowners within the project area boundary 30 days before field work begins. The studies that will be conducted include:
 1. Biological Assessment – Field Survey
 2. Waters and Wetlands Delineation – Field Survey

F. Deliverables

- a. Completed Specialist Studies:
 - i. Biological Assessment – Coordinated with the U.S. Fish and Wildlife Service
 - ii. Waters and Wetlands Delineation
- b. NWP #58 PCN submitted in coordination with the USACE

IV. Amend **EXHIBIT B – COMPENSATION** and **EXHIBIT B-1- COMPENSATION FEE SCHEDULE** to read as follows:

**EXHIBIT B
COMPENSATION
PROJECT NO. WC-0875
ATOKA PIPELINE RAW WATER TRANSMISSION LINE
CANADIAN RIVER CROSSING**

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 \$3,372,305 (an increase of \$470,000), which includes: for Basic Services an amount not to exceed \$2,924,305 (an increase of \$430,000) 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 \$448,000 (an increase of \$40,000), as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$2,924,305 (an increase of \$430,000), 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.

Engineering Firm	Triad Design Group, Inc.
Project Number	WC-0875
Project Description	Canadian River Crossing
Estimated Construction Cost for One Pipe Pier/Truss Bridge System	\$ 20,000,000
Estimated Construction Cost for Two Pipe Pier/Truss Bridge System	\$ 25,000,000
Total Project Length (miles)	0.6

Contract Duration		
Work Order	Task	Duration (days)
1	1	90
2	2	60
3	3A	60
4	3B and 3C	30
5	4	N/A
5	5	Using completion of the

V. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-0875
ATOKA PIPELINE RAW WATER TRANSMISSION LINE
CANADIAN RIVER CROSSING

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, 1C, 2B, 2C and 4C.
 - a. Task 4C – Resident Inspection Services (added by Amendment No. 2):
\$18,000 per month for a period of up to six months
 - b. Task 4D – Tunnel Inspection Services (added by Amendment No. 3):
\$40,000 per month for a period of up to five months
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. Environmental Services \$40,000 (added by Amendment No. 4)

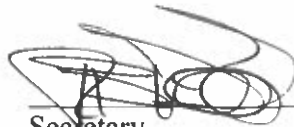
Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$448,000 (an increase of \$40,000). This allowance is to be used and paid to the Design Engineer in the manner established in this Contract, unless 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.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Design 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 Design Engineer this 15 day of APRIL, 2025.

TRIAD DESIGN GROUP, INC.

ATTEST:



Secretary
(and Corporate Seal – either print stamp or embossed – if embossed, must be leaded sufficiently to be visible in a PDF file reproduction)

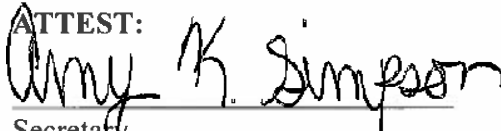



President

IN WITNESS WHEREOF, this Amendment was approved and executed by the Oklahoma City Water Utilities Trust this 6TH day of MAY, 2025

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:


Secretary



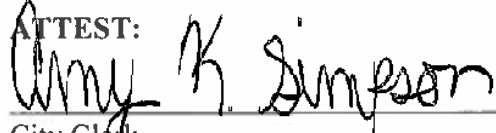

Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor

CONCURRED by The City of Oklahoma City this 20TH day of MAY, 2025.

ATTEST:


City Clerk




Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: ACEC Certificates PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: ACECCertificates@greyling.com FAX (A/C, No):
INSURED Triad Design Group, Inc. 3020 N.W. 149th Street Oklahoma City OK 73134	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. INSURER B: Travelers Casualty Insurance Co of Amer INSURER C: Hartford Accident and Indemnity Company INSURER D: INSURER E: INSURER F:
TRIADES	NAIC # 11000 19046 22357

COVERAGES

CERTIFICATE NUMBER: 919462480

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		20SBWAM2736	4/13/2025	4/13/2026	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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		20SBWAM2736	4/13/2025	4/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		20SBWAM2736	4/13/2025	4/13/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	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 <input type="checkbox"/> N/A	20WEGGI5756	1/1/2025	1/1/2026	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		107232945	3/5/2025	3/5/2026	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project WC-0875: Atoka Pipeline- Canadian River Crossing City of Oklahoma City and its participating trusts are named as Additional Insureds with respects to General Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. General Liability Deductible, \$0, Umbrella Retention, \$10,000

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and; its participating public trusts
420 W. Main St, Suite 700
Oklahoma City OK 73134-0000

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