

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
GRAVITEC SYSTEMS, INC. (OCWUT00054)**

This amendment (herein after “Amendment No. 1”) to the Professional Services Agreement (“Agreement”) is made and entered into by and between the Oklahoma City Water Utilities Trust, otherwise referred to as (“OCWUT”), and Gravitec Systems, Inc., herein referred to as the (“Service Provider”), (each a “Party” and collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, on May 8, 2024, OCWUT prepared a Request for Proposal (“RFP”) seeking a Professional Services Agreement for qualified Proposers to perform planned inspection, evaluations, design, fabrication, and installation services for areas indicated as fall hazards; and

WHEREAS, OCWUT awarded and entered into an Agreement with the Service Provider on September 10, 2024, for professional services related to the services described in the RFP; and

WHEREAS, the RFP identified the site locations where the Service Provider would be expected to perform services, and the Agreement includes the Service Provider’s Schedule of Fees for each site location; and

WHEREAS, an additional site location for these services has been identified by staff for the Atoka tower which is not otherwise incorporated into the Agreement; and

WHEREAS, the Parties agree to amend the Agreement to include the additional site location; and

WHEREAS, **Section 10(g) Amendments** of the Agreement authorizes amendments, modifications, alterations, and supplements to be made to the Agreement by separate written agreement executed by both of the Parties; and

WHEREAS, staff recommends the approval of Amendment No. 1 to include the additional site location and amend the schedule of fees to include pricing for the additional site location in accordance with the services performed under the Agreement.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

I. Attachment “C” (Schedule of Fees and Rate Card) is hereby removed in its entirety and replaced by the new Attachment “C” (Schedule of Fees and Rate Card) which is attached to this Amendment No.1.

II. This Amendment No.1 will be effective upon approval of the last party hereto and shall be applicable to those services and fees therefore as rendered.

FURTHERMORE, except as modified and amended herein, all other terms and provisions of the Agreement shall remain in full force and effect and are binding on the Parties. In the event of any conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 will control.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties affirm their understanding of the terms herein described by executing this Amendment No. 1.

APPROVED by GRAVITEC SYSTEMS, INC.



Digitally signed by Joshua Mills
DN: C=US, E=jmills@gravitec.com, O="Gravitec Systems, Inc.", OU=Engineering & Testing, CN=Joshua Mills
Location: Poulsbo, WA 98370
Reason: I attest to the accuracy and integrity of this document
Contact Info: 360-626-1103
Date: 2025.02.13 10:17:28-08'00'

Signature

Joshua Mills

Printed Name

Director of Sales

Title

2/13/2025

Date

APPROVED by Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust,
this ____ day of _____, 2025.

ATTEST:

SECRETARY

CHAIRMAN


CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City
this ____ day of _____, 2025.

ATTEST:

CITY CLERK

MAYOR

Reviewed for form and legality.



Assistant Municipal Counselor

Professional Services Agreement

Attachment “C” (“Service Provider’s Schedule of Fees and Rate Card”)

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Attachment “C”
Service Provider’s Schedule of Fees and Rate Card
RFP OCWUT 32-24

Fall Protection Systems Inspections, Repair & Services

FAILURE TO COMPLETE THE SPECIFICATION/EVALUATION REQUIREMENTS MAY RESULT IN
A RECOMMENDATION TO REJECT BID.

Inspection Pricing	
Draper Water Treatment Plant – elevated storage tank, davit bases, portable counterweighted davit, and clearwells with new lifeline systems.	\$13,340.32
Hefner Water Treatment Plant –elevated storage tank, low lift pump station LSS	\$5,832.04
Morgan Road Tanks – ground tank and elevated storage tank	\$7,776.05
Reno – elevated storage tank	\$5,279.09
Overholser Dam Gate House – davit bases	\$1,391.07
Fleet Shop pits and Line Maintenance South loading dock	\$2,782.14
Booster Station #19 – ground storage tank	\$1,391.07
Booster Station #20 – ground storage tank	\$1,391.07
Sara Road Tank – elevated storage tank	\$1,944.01
Wiley Post Airport Booster #12 – ground storage tank	\$2,782.14
Federal Aviation Administration – elevated storage tank	\$5,279.09
MacArthur Tank – elevated storage tank	\$5,832.04
Tinker Air Force Base – 5 elevated storage tanks (each 149 feet tall) (5 ladder control systems)	\$13,617.53**
Deer Creek Wastewater Treatment Plant – elevated storage tank, structures, below grade vaults	\$4,173.21
Chisholm Creek Wastewater Treatment Plant – elevated storage tank, structures, below grade vaults	\$4,173.21

North Canadian Wastewater Treatment Plant – elevated storage tank, structures, below grade vaults	\$4,173.21
South Canadian Wastewater Treatment Plant – elevated storage tank, structures, below grade vaults	\$4,173.21
Witcher Wastewater Pump Station – structures, below grade vaults	\$2,782.14
Macomb Pump Station – ground storage tank, radio tower	\$2,782.14
Konawa Pump Station – ground storage tank, radio tower	\$2,782.14
Ada Pump Station – ground storage tank, radio tower	\$2,782.14
Stonewall Pump Station – ground storage tank, radio tower	\$3,335.08
Coalgate Pump Station – ground storage tank, radio tower	\$3,335.08
McGee Creek – ground storage tank, 3 radio towers, 10 vaults, and 120 ft. shaft with 5 20-foot ladder systems with landings	\$10,933.44
Atoka Tower	\$6,250.87
Deer Creek Wastewater Treatment Plant – Additional hazard evaluation and assessment services	\$3,125.43
Chisholm Creek Wastewater Treatment Plant – Additional hazard evaluation and assessment services	\$3,125.43

Hourly Rate for services outside of inspections	
Role/Discipline	Hourly Rate
Project Manager (Engineer)	\$ 169.00
Field Specialist	\$ 169.00
Other (please indicate role/discipline) Senior Engineer	\$ 190.00
Other (please indicate role/discipline) _____	\$

Additional Inspections or Services	
Role/Discipline	Hourly Rate
Project Manager (Engineer)	\$ 169.00
Field Specialist	\$ 169.00
Other (please indicate role/discipline) Senior Engineer	\$ 190.00
Travel to Oklahoma for additional inspections or services	\$ 3,300/per person
Repair & Replacement Parts	
Cost +/- percent - Cost TBD pending inspections	35%
Repair Labor: Per Hour	\$ 169.00
Travel to Oklahoma for repair services	\$ 3,300/per person
Training Services	
Training for Daily Inspections: Per Hour	\$ 169.00
Travel to Oklahoma for training services	\$ <u>3,300</u> /per person
Inspection Mobilization Costs	
Local Vendors: Daily transportation to inspection locations at the IRS mileage reimbursement rate. One night lodging and meals for inspection team to travel to remote locations.	\$ _____ Team costs for 5 workdays.
State of Oklahoma Vendors located >25 miles from OKC: Round trip transportation (IRS mileage reimbursement rate), meals, and lodging for inspection team traveling to the OKC Metro Area and remote locations. Estimate expenses for 5 workdays for all inspections.	\$ <u>27,256</u> _____ Team costs for 5 workdays.
Out of State Vendors: Round trip transportation (airfare, rental vehicle, or IRS mileage reimbursement rate if less than 300 miles), meals, and lodging for inspection team traveling from outside the State of Oklahoma. Estimate expenses for 5 workdays for all inspections.	\$ _____ Team costs for 5 workdays.

Comments:

*The per location pricing above already includes travel and per diem. Please do not add the travel costs on this page to those per location prices.

**Tinker Air Force Base Tanks: The additional cost to perform these inspections on a separate mobilization would be \$3,300 in addition to the original cost of \$13,617.53