

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

This amendment is made and entered into this 13TH day of FEBRUARY, 20 24, 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 74<sup>th</sup> and SE 44<sup>th</sup> 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 has been 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 has also been determined that five cast-in-place butterfly vaults will be required for the proposed 60-inch waterline, therefore, the Engineer will provide structural design services and incorporate 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 has been 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 will be corrected by this Amendment; 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

Total Amended Contract:

Not to exceed \$4,986,295 for all services (an increase of \$1,211,780); 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;) 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 \$4,986,295 (an increase of \$1,211,780), which

includes: for Basic Services an amount not to exceed \$4,578,362 (an increase of \$1,203,040), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$407,933 (an increase of \$8,740), 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. 3)**”:

**Exhibit A – Scope of Work  
(Added by Amendment No. 3)**

**PC-0926**

The additional scope of services includes the additional structural design services for two custom drop inlet designs for two separate cross drains along the Post Road corridor. Additional construction administration is included for the construction of the proposed drop inlets.

**WC-1023**

The additional design services include additional survey, geotechnical investigations, bidding services, construction administration, as-built drawings, and waterline inspection services of the proposed 60-inch water transmission main along SE 74<sup>th</sup> Street from Douglas Boulevard to Post Road, along Post Road from SE 44<sup>th</sup> Street to SE 74<sup>th</sup> Street, and along SE 44<sup>th</sup> Street from Douglas Boulevard to Post Road. Structural design of the proposed butterfly vaults is also included.



## **PC-0926**

### **TASK 2 – FINAL PLANS**

This task includes the work required to prepare design details for two custom drop inlet structures. The scope includes the preparation and submittal of the final signed and sealed construction details. Detailed scope items are as follows:

- Design of a custom drop inlet for the proposed 8-inch x 4-inch RCB that crosses under Post Road just south of the intersection with SE 55th Street. The inlet depth is approximately 7 foot, 9-inches.
- Design of a custom drop inlet for the proposed 10-foot x 3-foot RCB that crosses under Post Road approximately 870 feet south of the intersection with SE 44th Street. The inlet depth is approximately 9-feet, 3-inches.

### **TASK 4 – CONSTRUCTION ADMINISTRATION**

#### **PC-0926**

This task includes the work required to perform the construction administration for the two custom drop inlets. Detailed scope items are as follows:

- Review contractor's submittals.
- Address RFI's

## **WC-1023**

### **TASK 1A – SURVEY SERVICES**

The project will include:

- Additional Topographic Survey for Waterline Design
  - SE 74th Street from Douglas Boulevard to Post Road
    - South side only
  - Post Road from Dawn Dee Road to SE 59th Street
    - West side only

Limits Of Topographic Survey (See map below for limits)

- Tie to existing control set for the Post Road projects
- Provide topographic survey services to include the following existing surface features within survey limits: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities.
- Utilities: "OKIE811" will be contacted at least 72 hours prior to survey and the locations as marked will be obtained.
  - The Engineer will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided to the Engineer by the Utility Owner.
  - The Engineer is NOT responsible for unmarked or mismarked utilities
  - Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- Cross sections at 100' density including applicable break lines
- Contours at 1.0' minimum density

### Deliverables

- Surface model with contours at a 1.0' interval
- Control point and benchmark elevation adjustment spreadsheet
- Survey Control and Topographic Survey Certifications

### Items EXCLUDED from the Scope of Work

- ALTA/NSPS Survey
- Property/Boundary Survey(s)
- Determination of Right-of-Way
- Utility Easement Plotting
- Additional Property Plotting
- Plat of Survey
- FEMA Flood Plain Determination
- Flood Plain Management
- Elevation Certificate(s)
- Construction staking
- Coordination of locating private utility lines
- Underground/subsurface utility engineering (SUE) services
- Utility Potholing or 4-way sweep locating



### **TASK 1B – GEOTECHNICAL INVESTIGATIONS (to be performed by METCO)**

This task includes the work required to perform one additional boring along SE 74th Street at the channel crossing to determine the soil properties across the channel. Additionally, soil information was needed in order to determine the methods by which the waterline construction could be accomplished across the channel.

#### **Field Investigation**

As instructed, it is proposed that one boring be drilled to approximate depths of 30 feet below current existing grade.

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM Designation D-1586 and/or D-1587. Borings will be located in the field by our drilling personnel by measuring distances from known reference points. If rock strata are encountered, they will be penetrated using an auger to a depth sufficient to evaluate their composition.

Texas Highway Department cone penetrometer will be performed to evaluate the rock bearing capacity. We assume any underground utilities existing in the proposed project area will be identified and marked by others. Coring of the rock formations is not included in this proposal and will be quoted upon request.

Water level observations will be made at completion of drilling operations in borings and within 24 hours to 96 hours of completion of drilling. These observations will be reported in the boring log.

#### **Laboratory Investigation**

Upon completion of the field exploration, visual classification will be performed by a staff engineer.

#### **Engineering Analysis**

The results of all field tests will be evaluated by a geotechnical engineer. A letter report will be issued which will include the plan of boring and boring log.

### **TASK 2 – FINAL PLANS**

**This scope of work for Task 2 is intended to replace any and all previous scopes of work related to this task only, for Projects WC-1023-A, and WC-1023-B only.**

The Engineer will prepare design details for five (5) cast-in-place butterfly vaults for the proposed 60-inch waterline.

Project Coordination shall cover all Project related meetings and Project Management for WC-1023 Phase A and WC-1023 Phase B Projects.

1. Plummer shall prepare for and participate in a kick-off meeting for each Project. At the kickoff meeting Plummer shall confirm with the Engineer the scope of work, deliverables, schedule, and administrative protocols.

- a. Plummer shall review and comment on the draft meeting notes prepared by the Engineer.
2. Progress Meetings – It is anticipated that Plummer will participate in bi-weekly progress meetings with the Engineer and the City. Plummer shall prepare for and attend bi-weekly progress meetings to review progress with the OWNER and the City. Meetings shall take place at the City’s offices or virtually.
  - a. Up to 65 progress meetings shall be held during the Projects. The budgeted meetings are in addition to the kickoff meeting. Additional progress meeting shall be provided as an Additional Service.
  - b. Plummer shall review and comment on draft meeting notes prepared by the Engineer.
3. Coordination Meetings – It is anticipated that Plummer will participate in coordination meetings or design workshops with the Engineer. Plummer shall prepare for and attend the coordination progress meetings with the Engineer. Meetings shall take place at the Engineer’s offices or virtually. Additional coordination meetings shall be provided as an Additional Service.
  - a. Up to six (6) in-person coordination meetings shall be held during the Projects.
  - b. Up to 30 virtual coordination meetings shall be held during the Projects, this does not include onsite meetings during the construction phase of the project, these are included under TASKS 4 and 6.
  - c. Plummer shall review and comment on draft meeting notes prepared by the Engineer.
4. Provide project management for WC-1023 Phase A WC-1023 Phase B Projects. Project management shall include, but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the Engineer on a regular basis.
  - a. Plummer shall coordinate design efforts on project tasks identified below.
  - b. Plummer shall prepare a common monthly invoice for all services.
  - c. Deliverables
    - i. Monthly Invoices
    - ii. Schedule Updates
    - iii. Tracking Logs

Final Plan Services will provide for the detailed design for WC-1023 Phase A and WC-1023 Phase B Projects. It is assumed that a Preliminary Engineering Report is not necessary for the Projects and Plummer will proceed to development of the 60% plans and specifications for WC-1023 Phase A and WC-1023 Phase B Projects.

5. The Engineer will provide Plummer a complete, detailed, design ready topographic survey based on the project alignment. Extents of the survey shall be ROW to ROW along the entire length of the selected alignment and the proposed water main easements. The completed survey will be delivered in ACAD format. Plummer will verify the survey information as necessary.
6. Plummer will prepare and make necessary investigations and studies necessary to prepare and submit 60% plans for WC-1023 Phase A and WC-1023 Phase B Projects as outlined in



these Basic Services. Plummer will coordinate the design with PC-0926 as conducted by the Engineer.

7. Plummer will perform design calculations to develop the design to 60% for WC-1023 Phase A and WC-1023 Phase B Projects.
8. Plummer will identify necessary temporary and permanent easements for the WC-1023 Phase A and WC-1023 Phase B Projects. The Engineer will draft the required instruments to acquire the project easements.
9. Plummer will identify haul routes, access points and possible lay down areas for construction activities.
10. Prepare and furnish 60% plans and specifications individually for WC-1023 Phase A and WC-1023 Phase B Projects:
  - a. Scale for plan and profile sheets for preliminary plans shall be approved by the City Engineer prior to survey deliverable to the Engineer.
  - b. Aerial photographs will not be used for plan and profile sheet submittals.
  - c. Plummer shall indicate on plan and profiles the water lines, sanitary sewer lines, gas lines, petroleum lines, telephone conduits and other underground obstructions which might affect the construction of the project as identified by the survey, SUE, and field investigations.
  - d. Plummer will utilize the Design Standards Manual for the Atoka pipeline project. If there is a design situation not covered by the Design Standards manual but is necessary for the design of the project, then Plummer will provide a recommendation and design.
11. Plummer will coordinate with the Engineer to prepare and submit a preliminary utility and right-of-way plan showing recommended alignment for relocation of utilities and right-of-way needs. The plan shall include existing and proposed easements. The plan shall show ownership of all properties affected by the Project. Plummer will coordinate with the Engineer and with all utilities affected by the design.
12. Plummer will attend one Utility Conference conducted by the Engineer at the completion of the 60% plans for each phase. Notify all known utility companies, invite them to attend, and furnish them with one (1) copy of the 60% plans and specifications, as a printed copy (11x17) or electronic version (PDF) at the utility owner's discretion. The purpose of the Utility Conference will be to coordinate the required utility relocations necessary for the project construction.
13. Plummer will provide services to assist the City in a pricing agreement for the steel pipe as required by the City. This service includes reviewing and providing comments on the contracts with the manufacturers, using the 60% plans and specifications it estimate the quantity of material needed from the manufacturer.
14. Furnish the City the 60% project plans for review along with a detailed Fixed Limit of Construction cost estimate for said improvements, extensions and repairs. This submittal does not stop, impact or otherwise delay Plummer's contract allotted work order time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.
15. Quality Control Testing and Inspection Schedule for the estimated materials tests, test analyses, and inspections, including special inspections, required for compliance with the

Construction Contract Documents during construction. An updated schedule shall be included with each deliverable.

16. Plummer will procure utility locate/potholing services from the Engineer.
  - a. Plummer will receive from the Engineer all requirements for utility locating/potholing and procure all utility locate/potholing services related thereto, including but not limited to measurements, surveying, site restoration, documentation and reporting, and investigations required for determining the location and depth for any known underground pipelines, conduits, structures, or other facilities. All the utility locates will be signed and sealed by a Professional Engineer registered in Oklahoma.
  - b. All utility locates shall be field measured against permanent structures or facilities or shall be surveyed to a minimum of subfoot accuracy.
17. Plummer will provide corrosion protection investigation and design services.
  - a. Plummer will provide corrosion protection investigation and design services related thereto, including but not limited to, sampling, test boring, subsurface explorations, analysis, measurements, surveying, site restoration, documentation and reporting and other investigations or activities required for determining conditions and corrosion protection recommendations for design.
  - b. Plummer will provide a technical memorandum detailing recommendations for the final cathodic protection system design which will include the recommended bid items and estimated cost for the proposed cathodic protection system.
18. Plummer will provide a Constructability and Phasing Plan.
  - a. Plummer will complete a constructability and construction phasing memo that includes recommendations. The memo shall provide an estimated construction duration. The memo shall also identify all required water line shutdowns that will be necessary for construction along with a proposed approach (e.g. how will the line be isolated, is a complete shutdown permitted or must all connections be completed live, are there any time of year restrictions, etc.).
19. Furnish the Engineer with a PDF copy of the Project 60% plans and specifications for review along with the detailed OPCC for said improvements. This will include a submittal for WC-1023 Phase A and WC-1023 Phase B Projects.
20. Anticipated plan sheets include the following sheets:
  - a. Title Page
  - b. Drawing List
  - c. General Notes
  - d. Quantity Summary Sheets
  - e. Material Schedules
  - f. One Page Hydraulic Profile
  - g. Plan and Profile Drawings
  - h. Cross Sections
  - i. Trenchless Crossing Drawings
  - j. Cathodic Protection Plan
  - k. Erosion Control Plan
  - l. Access and Construction Road Details
  - m. Standard Details

21. Plummer will prepare and make necessary investigations and studies necessary to prepare and submit 90% plans for WC-1023 Phase A and WC-1023 Phase B Projects as outlined in these Basic Services. Plummer will coordinate the design with PC-0926 as conducted by the Engineer. Incorporate all recommended City changes prior to the submittal of the 90% final plans and specifications.
22. Prepare an opinion of probable cost for 90% plans and specifications for WC-1023 Phase A and WC-1023 Phase B Projects, showing likely bid items and current market prices. The cost opinion level of accuracy presented by Plummer shall be a Class 2 – Control or Bid/Tender cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 2 estimate is commensurate with development of the design concept to a 30% - 70% level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent. Plummer shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project. Plummer shall provide a variance for the summary and detailed OPCC reports comparing the updated OPCC with previous design milestone OPCCs. Plummer shall provide explanations for work items with significant cost increases. A significant cost increase for a line item shall be any increase of 10% or greater from the original OPCC. Additional OPCC's shall be an Additional Service
23. Upon completion of the 90% final plans, Plummer will submit “check print” sets to the Engineer for review by appropriate departments/divisions. Upon completion of the “check print” reviews, Plummer shall prepare a comment log and resolve the conflicts. Upon completion of the revisions, Plummer will then submit a final plan check set (along with the annotated “check print” copies) for a “final” review by the Engineer. The deliverable shall include a 60% Design comment response matrix and decision log.
24. Prepare and furnish the Engineer all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of Public Works and the Oklahoma City Water Utilities Trust, employing wherever applicable, standard City forms, in completed form.
25. Prior to the submission of Bidding Documents to the City for solicitation of bids, Plummer shall submit plans and specifications to the appropriate jurisdictions as required for granting of all necessary building permits.
26. Permitting:
  - a. Plummer shall provide services for the identification of and submittal preparation of applicable permits.
    - i. Provide assistance in obtaining permits from federal, state, and local agencies.
    - ii. Submit the required sets of documents for review and approval.
    - iii. Provide formal responses to any comments received and incorporate revisions into the Construction Contract Documents.
    - iv. Provide in the Construction Contract Documents a list of permits which must be obtained by the Contractor.
  - b. The following permits are anticipated:
    - i. ODEQ Permit to Construct
  - c. Plummer shall pay all applicable permit fees. The actual cost of the permit application fee will be reimbursed under Exhibit E, Additional Services.

### **TASK 3 – BIDDING SERVICES**

**This scope of work for Task 3 is intended to replace any and all previous scopes of work related to this task only, for Projects WC-1023-A, and WC-1023-B only.**

It is understood that bidding services for two projects will be performed under this contract. Plummer will include the work required to perform the Bidding Services for the WC-1023 Phase A and WC-1023 Phase B Projects:

1. Meet with the City or its representatives at any time requested for consultation or conference. The Engineer shall hold one (1) Pre-Bid conference with prospective Bidders per Project. Plummer shall provide a power point presentation of the Bidding Documents for the purpose of pre-bid information and orientation to the prospective bidders.
2. Prepare CSV file for the water transmission main bid items for electronic bidding.
3. Provide an Engineer's final OPCC reflecting changes during the bid process.
4. Answer City and Bidder's questions regarding the bidding of each Project and, upon approval by the City Engineer, issue clarifications as needed and prepare electronic copy of all addenda for distribution.
5. Review bids and provide a recommendation for award to the Engineer for each Project.
6. Conformed Drawings and Specifications:
  - i. Following the bid opening and award of Bid, revise the Drawings and Specifications to incorporate changes made during the Bidding Phase by addendum to present a unified set of documents for use during the construction process. A copy of all addenda shall be placed at the front of the Conformed Specifications.
  - ii. Deliverable:
    - i. Electronic: Provide in PDF format.
    - ii. Hard Copy – Trust:
      1. Provide one (1) full-scale set of Conformed Drawings.
      2. Provide two (2) half-scale sets of Conformed Drawings.
      3. Provide two (2) copies of the Conformed Specifications.
  - iii. Hard Copy – Contractor:
    - i. Provide two (2) full-size set of Conformed Drawings.
    - ii. Provide two (2) copies of the Conformed Specifications.

### **TASK 4 – CONSTRUCTION ADMINISTRATION PHASE**

**This scope of work for Task 4 is intended to replace any and all previous scopes of work related to this task only, for Projects WC-1023-A, and WC-1023-B only.**

This task includes the work required to perform the construction administration for the five (5) cast-in-place butterfly vaults and the overall construction administration for the waterline relocation. Detailed scope items are as follows:

- Review contractor's submittals.
- Address RFI's
- Full details for the construction administration of the waterline relocation can be seen in the detailed scope of services for Plummer in the Appendix

It is understood that there will be two (2) Construction Administration Services performed under this contract. Plummer will include the work required to perform the Construction Administration services for the WC-1023 Phase A and WC-1023 Phase B Projects.

1. Plummer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. Plummer will have the authority to act on behalf of the City only to the extent provided in this Contract, unless otherwise modified by written instrument.
2. Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the General Manager.
3. Assist in coordination of pre-work conferences for the Construction Contractor, the City and all other interested parties. The City will issue all work orders for the project.
4. Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and its representatives or the Construction Contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, Plummer will endeavor to secure faithful performance by the Construction Contractor. Plummer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
5. Perform coordination of the work of inspection bureaus and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City.
6. Quality Control Testing Coordination and Review
  - a. Quality Control Testing:
    - i. Plummer shall coordinate the quality control sampling, testing, and inspections required by the Construction Contract Documents with the Trust selected testing firm.
    - ii. Plummer shall review all tests and reports for conformance with the Construction Contract Documents.
    - iii. Plummer shall notify the Contractor and Trust of deficiencies in materials or testing.
    - iv. Plummer shall review testing claims to ensure the Trust does not pay for re-testing that is due to the Contractor. Reviews shall be completed within ten (10) calendar days of receipt of a claim.
  - b. Failed Testing Log:
    - i. Plummer shall maintain and update a failed test log.
    - ii. Plummer shall submit a draft failed test log prior to every construction progress meeting.
    - iii. Plummer shall submit a final failed test log with every monthly testing invoice submitted to the Trust.

7. Plummer shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. Plummer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. However, Plummer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. Plummer will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies of the work. Plummer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
8. Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City.
9. Review the Construction Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
10. In addition to reports generated for by the Inspection per Task 6 below, prepare and keep a record of the work performed by any contractor on this project and file with the City a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
11. Except as otherwise provided in this contract, communications with Plummer's consultants will be through Plummer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. Plummer shall be available at all times for the purpose of communication.
12. Plummer shall recommend to the City Engineer, or designee, rejection of work that does not conform to the Bidding Documents. At any time during construction, Plummer may be given the authority to require additional inspection or testing of the work by the City Engineer, or designee.
13. Plummer shall review for conformance with Bidding Documents and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. Plummer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. Plummer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by the Bidding Documents. Plummer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Plummer's

approval of a specific item shall not indicate approval of an assembly of which the item is a component.

14. Plummer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. Plummer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the General Manager and shall be binding upon the Construction Contractor.
15. Plummer shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. Plummer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. Plummer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
16. Plummer will review daily reports furnished by the City's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by Plummer and resolved with the Construction Contractor and the City. Plummer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
17. Plummer shall maintain a record ("log") of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.
18. Maintaining Project Schedule
  - a. The Contractor will submit a proposed Project Schedule to Plummer for review prior to the Pre-Work Conference. Plummer will analyze the proposed Project Schedule prior to the Pre-Work Conference and advise the City Engineer as to whether the Contractor is likely to complete the Project within the time requirements in the Contract Documents. The City Engineer or designee, Engineer, and Contractor will review the Project Schedule at the Pre-Work Conference and the Contractor will make such adjustments as may be directed by Plummer. Adjustments to the proposed Project Schedule directed by Plummer or City Engineer will not alter or absolve the Contractor's responsibility for completion of the Project and all Work within the time requirements in the Contract Documents. The Project Schedule, as reviewed and revised at the Pre-Work Conference, will be the initial Project Schedule for the Project and all Work to be completed within the time requirements in the Contract Documents, and is considered incorporated herein.
  - b. Plummer will review the Contractor's Project Schedule submissions, compliance and revisions monthly or more frequently as necessary to determine if the Contractor's Project Schedule accurately describes the progress of the work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. Plummer will advise the City Engineer if the progress of work in the Project Schedule is not in compliance with the time requirements specified in the Contract Documents.

- c. Throughout the Project, Plummer will analyze the invoice, any supporting documentation, the submitted Project Schedule, and any pending requests for Change Orders or Amendments. In conjunction with its analysis and clarification of the Contractor's invoices, Plummer will analyze the updated Project Schedule. If the Project Schedule is unlikely to result in the Project being completed within the time requirements of the Contract Documents, Plummer will meet with the Contractor to revise and develop a Project Recovery Schedule that will meet the requirements of the Contract Documents. Additionally, Plummer will advise the City Engineer as to timeliness of completion of the Project and all Work within the Contract Documents, including any time added pursuant to a Change Order approved by the City.
  - d. The Contractor will be solely responsible for the timely completion of the Project and all Work within the time requirements of the Contract Documents, as may be revised by approved Change Orders. Review of the Project Schedule, or any revisions thereto, are not a warranty by the City Engineer, Engineer or the City that the progress of the Work in accordance with the Project Schedule will result in timely completion of the Project and all Work, nor will the City Engineer, Engineer or City be responsible for the Contractor's performance or for the Contractor's timely performance.
19. Start-Up and Testing Support:
- a. Plummer shall review the Contractor's proposed start-up and testing plan for compliance with the Construction Contract Documents.
  - b. Plummer shall review start-up and testing reports from the Contractor, including subcontractors and manufacturers, for compliance with the Construction Contract Documents.
20. Project Closeout:
- a. Plummer shall attend a Final Inspection meeting and include deficiencies on the punch list submitted to the Contractor.
  - b. Plummer shall provide record copies of the following at project closeout:
    - i. Submittals: electronic format of final versions.
    - ii. O&M Manuals:
    - iii. Provide final versions in PDF format.
    - iv. Coordinate transmittal of Contractor-provided hard copies to the Trust.
    - v. Warranties: electronic format.
    - vi. RFIs: electronic format.
    - vii. DCMs: electronic format.
    - viii. Meeting Minutes: electronic format.
    - ix. Inspection Reports provided under Task 6: electronic format.
    - x. Construction Progress Photographs: electronic format.
    - xi. Site Visit Reports: electronic format.
    - xii. Start-up and Testing Reports: electronic format.
    - xiii. Quality Control Testing Reports: electronic format.
    - xiv. Special Inspection Reports: electronic format.
    - xv. COs and PCOs: electronic format.
    - xvi. As-Built Drawings: as required by Task 5.



- c. Electronic documents shall be provided via a portable hard drive or flash drive unless otherwise approved by the Trust. Files shall be organized in folders by type of document.
- 21. Construction Administration Services shall be performed by Plummer in accordance with these Basic Services and Exhibit A - Scope of Work. Compensation for Construction Administration Services shall be paid promotional to the completion of the construction and shall not exceed the fee established in Exhibit B.

#### Clarifications to Construction Administration - Task 4

- 1. The Engineer shall be responsible for ensuring Construction Contractor compliance with the Construction Contract Documents. As such, Plummer will administer the Construction Contract and will formally certify that the Construction Contract has been completed in conformance with the Construction Contract Documents as prepared by Plummer.
- 2. The Engineer will coordinate, schedule, and administer the pre-work conference(s) for the Construction Contract. This will include scheduling and coordination with the Construction Contractor, the City, other City departments and Trusts affected by the project, and all other interested parties such as utility companies, regulatory agencies, testing laboratories, inspection services, etc. The Engineer will prepare the required sign-in sheet and agenda prior to the meeting and will distribute minutes within two (2) days after the meeting. During the pre-work conference(s), Plummer will discuss:
  - a. Overall project intent and included work;
  - b. Key items within plans and specifications;
  - c. Required shutdowns or outages that will impact service to customers or normal facility operations;
  - d. Additional permits necessary for completion of the Construction Contract Documents, including, but not limited to: stormwater permits, work zone permits, building permits, etc.;
  - e. Construction Contractor schedule and milestones;
  - f. Material testing laboratory and required test schedule;
  - g. Pipeline and/or equipment factory testing and testing after installation including startup procedures;
  - h. SCADA installation requirements, testing and milestones;
  - i. Operation and maintenance manuals and equipment warranties;
  - j. Processes for claims, submittals and other project documents;
  - k. Project acceptance and commissioning;
  - l. Engineer certification of project completion in accordance with the Construction Contract Documents.
- 3. Plummer will review the Contractor's Project Schedule submissions for compliance and review revisions monthly, or more frequently as necessary, to determine if the Contractor's Project Schedule accurately describes the progress of the Work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. If Construction Contractor cannot maintain compliance with the time requirements specified in the Construction Contract Documents, Plummer will actively work with the Construction Contractor to develop a recovery project schedule that allows for completion of the Construction Contract in accordance with the Construction Contract Documents. Should the

Construction Contractor not comply with the schedule recovery requirements, the Engineer will provide recommendations to the City on a course of action. Any required notifications to the Construction Contractor will be prepared by the Engineer for City execution.

4. The Engineer shall coordinate and schedule regular progress meetings necessary for coordination and successful completion of the Construction Contract and shall visit the project site(s) at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer shall prepare agendas and sign-in-sheets two (2) days prior to the progress meeting and shall prepare minutes summarizing the meetings within two (2) days after the progress meeting. The Engineer will further determine if the work is being performed in accordance with the Construction Contract Documents. Unless the Engineer is also providing Inspection Services, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. Plummer will attend regular progress meetings with the Engineer and the City.
5. When the Engineer is not providing Inspection Services, the Engineer shall recommend to the City and the City the rejection of work that does not conform to the Construction Contract Documents. At any time during construction, Plummer may be given the authority by the City to require additional inspection or testing of the work. When the Engineer is providing Inspection Services, the requirements for inspection will be pursuant to Task 6 for Inspection Services in this contract.
6. The Engineer shall coordinate and schedule the Pre-Final Inspection for the Construction Contract upon the completion of work by the Construction Contractor in accordance with the Construction Contract Documents. The Engineer and Plummer shall complete the Pre-Final Inspection with the Construction Contractor and the City and the City's representatives and shall develop a punch list of all identified deficiencies or a Final Inspection Report if no deficiencies are identified. Deficiencies shall be items found to not comply with the Construction Contract Documents. Upon completion of the punch list items, the Engineer shall verify the completion of the punch list items and will then coordinate and schedule the Final Inspection with the Construction Contractor and the City's and the City's representatives. The Engineer shall then submit to the City a Certificate of Completion wherein it is stated that all work performed by the Construction Contractor was completed in accordance with the Construction Contract Documents.
7. During the course of construction, the Engineer shall review and approve all warranties and guarantees submitted by the Construction Contractor. The Engineer shall then present the approved warranties and guarantees to the City for execution.
8. The Engineer shall recommend to the City to beneficially occupy or begin operation and use of the facilities when the Construction Contractor has sufficiently completed work in accordance with the Construction Contract Documents as necessary to maintain continuous operations or service.

#### **TASK 5 – AS-BUILT DRAWINGS**

**This scope of work for Task 5 is intended to replace any and all previous scopes of work related to this task only, for Projects WC-1023-A, and WC-1023-B only.**

It is understood that there will be two (2) As-Built Drawings Services performed for two (2) construction projects under this contract. Plummer will include the work required to perform the As-Built Drawing Services for the WC-1023 Phase A and WC-1023 Phase B Projects.

1. This task includes the work required to obtain field changes and change orders to the plans and specifications as well as incorporate any changes reflected in the City and contractor-supplied redline mark-ups into the project plans. The project plans will be submitted to the City as as-built plans.
2. Corrected Final Plans with any changes based on field surveys that reflect actual construction. Corrections, comments, changes, and any other markings must be highlighted in RED. AutoCAD files are to be tied to Oklahoma State Plane Coordinate System and NAVD 88.
3. GPS coordinates from permanent benchmark of installed assets, appurtenances, valves, etc. to be included with As-Built Plans.
4. AutoCAD .dwg files shall be provided in AutoCAD version 2020 or later.

#### **TASK 6 – CONSTRUCTION OVERSIGHT/INSPECTION SERVICES**

**This scope of work for Task 6 is intended to replace any and all previous scopes of work related to this task only, for Projects WC-1023-A, and WC-1023-B only.**

It is understood that there will be two (2) Inspection Services performed under this contract. Plummer will include the work required to perform the Inspection Services for the WC-1023 Phase A and WC-1023 Phase B Projects.

1. Plummer shall provide a qualified Inspector to perform the work identified within this task.
2. Prior to the advertisement for bids, prepare and submit to the City, for review and acceptance, a résumé showing the Inspector's experience and qualifications for this particular project. However, the City, through their review and acceptance, does not take any responsibility or liability for the Inspector or their work.
3. The Inspector will attend all pre-bid and pre-work conferences.
4. The Inspector shall perform inspection of all work under the Construction Contract.
5. The Inspector shall perform inspection of all materials received at the construction site and shall ensure that their storage is in accordance with all Construction Contract Requirements, manufacturer requirements and/or material labels.
6. Should work-in-progress or completed work be identified to not meet the requirements of the Construction Contract Documents, the Inspector shall immediately notify the Construction Contractor, the Engineer, and the City if the Inspector believes the work does not conform to the contract documents.
7. The Inspector shall attend all job site meetings and shall report to the Engineer and the City all issues concerning progress, quality assurance, quality control and dispute resolution.
8. The Inspector shall maintain at a readily available location, a copy of all Construction Contract documents and other pertinent documents in an orderly manner including a current set of construction documents annotated to include all Construction Contract related changes and clarifications. The documents shall include, but not limited to, Construction Contract Documents, Requests for Information (RFIs) and the subsequent response to the RFI, Discrepancy and Nonconformance Reports, supplemental drawings, Engineer approved shop drawings, submittals, samples, and color schedules, correspondence, accepted schedules,

construction change orders, amendments, logs, meeting minutes and a Construction Contractor directory.

9. The Inspector shall prepare and submit a Daily Inspection Report to the Engineer, the City and the Construction Contractor.
10. The Inspector shall maintain all shop drawings, project data, or samples in an easily retrievable filing system.
11. The Inspector shall maintain a daily log book or diary, recording all pertinent inspections, including but not limited to:
  - a. Inspector's time and activities;
  - b. Weather conditions at the site;
  - c. The nature and location of work being performed by the Construction Contractor;
  - d. Identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such inspections;
  - e. Identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
  - f. Copies of all reports made to the Construction Contractor of nonconforming work;
  - g. Description of all disputes among the Construction Contractor, Subcontractors and Suppliers; and
  - h. Description of how each dispute or nonconforming work is resolved.
12. The Inspector shall be present at the construction site while any critical installations and/or necessary testing will be required, is proceeding and shall provide inspection of the quality of construction on a regular and consistent manner. The Inspector will have authority to act on behalf of the City only to the extent provided by this Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with Construction Contract Documents.
13. The Inspector shall pre-review the Contractor's pay application to reconcile pay quantities, review, and sign the time of completion report, and initial the pay application.
14. The Inspector may NOT (unless authorized by the City):
  - a. Authorize deviations from the Construction Contract Documents.
  - b. Conduct or participate in tests or third-party inspections.
  - c. Assume any of the responsibilities of the Construction Contractor, subcontractors or suppliers.
  - d. Expedite the work for the Construction Contractor.
  - e. Advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
  - f. Authorize the City to beneficially occupy or begin operation and use of the facilities in whole or part.
  - g. Reject work or require special inspection or testing.
  - h. Order the Construction Contractor to stop the work or any portion thereof.
15. The discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyls (PCBs), lead, or other toxic substances is not

the responsibility of the Inspector. If the Inspector has actual notice of such hazardous materials, he/she shall notify the City and the City immediately of its discovery.

16. Upon issuance of a Construction Work Order, the Inspector shall be present at the construction site while work is proceeding and shall perform continuous inspection of the quality of construction as the construction relates to the contract documents. This includes inspection of the pipe and fittings upon delivery by the manufacturer to verify the pipe and fittings are acceptable.
17. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. The Inspector shall be available at all times for the purpose of communication.
18. The Inspector shall coordinate his/her work with other on-site activities performed by the City and the Construction Contractor.
19. The Engineer shall require the General Contractor to provide a detailed list of Field Inspection required based on their sequence of Construction. The Specifications will include detailed requirements for material testing, i.e., soil compaction, concrete samples, welding, etc. in the Specifications. These will be clearly defined in several Specification sections. The Engineer's Inspection services will include being present when material testing is scheduled and will review in detail material testing reports as they are submitted to the Engineer.

#### **ITEMS EXCLUDED FROM THE SCOPE OF WORK**

- Legal descriptions or exhibits for required permanent or temporary easements
- Design of any public or private utility
- Design of retaining walls, sheet piling, or any other structural design (other than that which is mentioned above)
- Construction or right-of-way staking
- Design of ADA compliant sidewalk
- Landscaping and irrigation design
- CLOMR/LOMR Revisions
- Potholing
- Drone flyover and imagery (the project area is considered to be in a no-fly zone given it's proximity to Tinker Air Force Base)
- The City of Oklahoma City reserves the right to include the above items as a supplement to this proposal and the Engineer shall be paid for additional services through a separate agreement.

[the remainder of the page intentionally left blank.]

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 \$4,986,295 (an increase of \$1,211,780) which includes: for Basic Services an amount not to exceed \$4,578,362 (an increase of \$1,203,040) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$407,933 (an increase of \$8,740) as specifically set forth in Exhibit E.

B.I. Basic Work and Services  
PC-0926 -\$1,743,947 (an increase of \$16,000)

Compensation for basic services may not exceed \$1,743,947 (an increase of \$16,000), 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:  
\$749,360 (an increase of \$15,000)

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

Task 3 an additional amount not to exceed:  
\$51,270

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$202,240 (an increase of \$1,000)

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.

Task 5 an additional amount not to exceed:  
\$28,392

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 - \$2,834,415 (an increase of \$1,187,040)

Compensation for basic services may not exceed \$2,834,415 (an increase of \$1,187,040), 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 (an increase of \$20,540)

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 (an increase of \$3,540)
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:  
\$1,491,100 (an increase of \$24,100)

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:  
\$107,400 (an increase of \$107,400)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$323,000 (an increase of \$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 (an increase of \$40,000)

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



Task 6 an additional amount not to exceed:  
\$672,000 (an increase of \$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)

[the remainder of this page intentionally left blank.]

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

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

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. The 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. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the City's own forces, which work or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing architectural and testing laboratories that have annual on-call contracts with the City, beyond basic services requirements.
7. Produce miscellaneous presentation materials beyond Basic Services requirements.
8. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
9. Provide staking of right-of-way for right-of-way acquisition purposes.
10. Prepare documents required for right-of-way/easement acquisitions.
11. Provide right-of-way/easement acquisition services 13 parcels at \$4,150 per parcel, for a total of \$53,950.
12. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight

after construction (flight path must be the same for each) \*\*the project area is considered to be in a no-fly zone given its proximity to Tinker Air Force Base\*\*

13. Provide design required for the selection, procurement, installation and approval of Public Arts.
14. Provide survey for design changes beyond basic services requirements.
15. Provide additional Construction Oversight Services at \$163 per hour (added by Amendment No. 1)
16. Hydraulic Study for WC-1023 - \$115,000 (added by Amendment No. 2)
17. FEMA modeling services for PC-0926 – two at \$400 per model for a total of \$800 (added by Amendment No. 2)
18. Potholing Services for PC-0926 and WC-1023 - \$25,000 per project (added by Amendment No. 2)
  - Utility Locate outside of pavement 0-6 feet deep - \$336 each
  - Utility Locate in pavement 0-6 feet deep - \$473 each
  - Additional depth beyond 6-feet deep - \$30 per foot
  - Work Zone permits - \$50 each
19. ODEQ Permit Fee - \$8,740 (added by Amendment No. 3)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$259,193 for PC-0926 and \$148,740 for WC-1023 (an increase of \$8,740). This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the City Engineer. The Additional Services compensation may only be used after the 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 Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

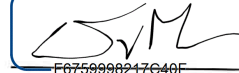
**[Remainder of this page intentionally left blank]**

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN the City 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 23<sup>rd</sup> day of January, 20 24.

**CEC CORPORATION**

DocuSigned by:



F6758998217C48F...  
President

ATTEST:

STATE OF Oklahoma )

) SS


COUNTY OF Oklahoma )

This instrument was acknowledged before me on this 23<sup>rd</sup> day January, 2024, by Doug Glenn, as President of CEC Corporation.

My Commission Expires/My Commission Number:

10-23-25 / 17009771  
(Seal)

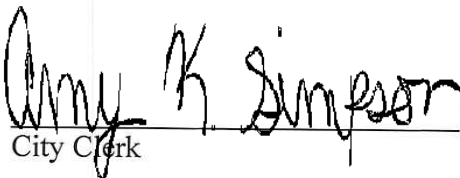


  
Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 13TH day of FEBRUARY, 20 24.

**THE CITY OF OKLAHOMA CITY**

ATTEST:

  
City Clerk



  
Mayor

**CONCURRED** by the Oklahoma City Water Utilities Trust this 13TH day of  
FEBRUARY, 2024

**ATTEST:**

Amy K. Simpson  
Secretary



[Signature]  
Vice Chairman

**REVIEWED** for form and legality.

Patrick Mann

Assistant Municipal Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2023

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).

<b>PRODUCER</b> McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032  www.mclaughlin-ins.com		<b>CONTACT</b> NAME: Alyssa Denton PHONE (A/C, No. Ext): 469-941-4101 E-MAIL ADDRESS: alyssa@mclaughlin-ins.com FAX (A/C, No):															
<b>INSURED</b> CEC Corporation 4555 W. Memorial Rd Oklahoma City OK 73142		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER D: Travelers Casualty Ins Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER E: Travelers Casualty and Surety Co of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: Travelers Casualty Ins Co of America	19046	INSURER E: Travelers Casualty and Surety Co of Amer	31194	INSURER F:	
INSURER	NAIC #																
INSURER A: Phoenix Insurance Company	25623																
INSURER B: Charter Oak Fire Insurance Company	25615																
INSURER C: Travelers Property Casualty Co of Amer	25674																
INSURER D: Travelers Casualty Ins Co of America	19046																
INSURER E: Travelers Casualty and Surety Co of Amer	31194																
INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: 74761902

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 <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	6/8/2023	6/8/2024	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	<b>AUTOMOBILE LIABILITY</b> <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: \$3,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2023	6/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <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	6/8/2023	6/8/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	UB-8W859718	6/8/2023	6/8/2024	<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 Ded. Amount: \$25,000 Per Claim/Agg.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	107269615	6/8/2023	6/8/2024	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD