

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

This amendment is made and entered into this 19TH day of NOVEMBER, 2024, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and Kimley-Horn and Associates, Inc., herein called "Engineer".

#### **WITNESSETH:**

**WHEREAS**, the Trust and the Engineer entered into an agreement on July 7, 2020 as follows:

Project No. WC-0974  
Waterline Replacement; and

**WHEREAS**, this project provides for the Engineer's design and all other engineering services related to replacement of approximately 15,840 linear feet of 6-inch waterlines, Villa Avenue to Virginia Avenue from NW 33rd Street to NW 28th Street and Classen Boulevard to Western Avenue from NW 51st Street to NW 46th Street; and

**WHEREAS**, subsequent to the execution of the original contract and during the design phase, it was determined an additional 5,054 linear feet of waterline requires replacement, increasing the total footage from 15,840 to 20,894 linear feet; and

**WHEREAS**, therefore, it was determined to be in the best interest of the Trust to direct the Engineer to revise plans to incorporate the additional waterline, and provide additional bidding, construction administration, as-builts, and inspection services; and

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

**WHEREAS**, subsequent to the execution of the original contract as previously amended, it was determined to be in the best interest of the Trust to direct the Engineer to redesign approximately 3,500 feet of waterline to avoid disturbance to existing pavements or those within close proximity to existing water lines; and

**WHEREAS**, the Engineer performed an evaluation of the best method for replacement of the existing waterline in these locations, either by open-cut replacement or pipe bursting; and

**WHEREAS**, as part of this evaluation, a field visit was conducted to assess field conditions and confirm pipe depth; and

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

**WHEREAS**, the original contract included 180 calendar days for completion of construction; and

**WHEREAS**, subsequent to the execution of the original contract as previously amended, it has been determined that construction will take approximately 365 calendar days (an increase of 185 calendar days); and

**WHEREAS**, the Engineer will be required to provide additional Construction Administration and Inspection Services; and

**WHEREAS**, the original contract must be amended to incorporate the Engineer's increased scope of work 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 \$164,900 for engineering services

For Amendment No. 1:

Not to exceed \$60,600 for engineering services

For Amendment No. 2:

Not to exceed \$65,800 for engineering services

For Amendment No. 3:

Not to exceed \$54,300 for engineering services

Total Amended Contract:

Not to exceed \$345,600 for all services (an increase of \$54,300); and

**WHEREAS**, both parties agree to amend said contract.

**NOW, THEREFORE**, the parties agree as follows:

- I. Amend **Paragraph 2. Basic Services.** to read as follows:

**Basic Services.** The Engineer is hereby engaged and employed by the Trust to perform in accordance with good engineering practices and in the best interest of the Trust in

accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to the design and incorporation of 5,054 additional linear feet of waterline and providing additional bidding, construction administration, as-built, and inspection services; and **Amendment No. 2** work related to redesign of approximately 3,500 feet of waterline; and **Amendment No. 3** work related to 185 calendar days of additional construction administration and inspection services); 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 \$345,600 (an increase of \$54,300), which includes: for Basic Services an amount not to exceed \$320,800 (an increase of \$54,300), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$24,800 as specifically set forth in Exhibit E, attached hereto and incorporated herein.

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

**EXHIBIT B  
COMPENSATION  
PROJECT WC-0974  
WATERLINE REPLACEMENT**

Under the terms of this Contract, the 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 \$345,600 (an increase of \$54,300), which includes: for Basic Services an amount not to exceed \$320,800 (an increase of \$54,300), which is specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$24,800, as specifically set forth in Exhibit E.

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

Compensation for basic services may not exceed \$320,800 (an increase of \$54,300), 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 1 an amount not to exceed:

Not Used

Completion and recommendation by the General Manager for approval by the Trust of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:  
\$165,600

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

Task 3 an additional amount not to exceed:  
\$12,700

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$60,500 (an increase of \$21,500)

Upon completion and final acceptance by the Trust 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:  
\$12,000 (an increase of \$4,800)

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

Task 6 an additional amount not to exceed:  
\$70,000 (an increase of \$28,000)

Compensation for Inspection Services shall not be greater than the amount and value of the work and services performed by the Engineer.

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**EXHIBIT E**  
**ADDITIONAL SERVICES**  
**PROJECT NO. WC-0974**  
**WATERLINE REPLACEMENT**

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. 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. Geotechnical investigation and services.
2. Utility verification services.
3. Easement preparation, staking and acquisition services.
4. Additional services to allow for design of other project areas.
5. Additional services to allow for additional inspection.
6. Additional Services necessary for completion of the project.

Service	Quantity	Unit Cost	Total
Utility Verification Services	20	\$500 per Hole	\$10,000
Easements	5	\$400 per Parcel	\$ 2,000
Additional Water Line Design	500	\$8 per LF	\$ 4,000
Additional Inspection Services			
Senior Inspector	20	\$160 per hour	\$3,200
Field Inspector	40	\$140 per hour	\$5,600
TOTAL			\$24,800

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$24,800. 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 General Manager. 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.

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

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

IN WITNESS WHEREOF, this Amendment was executed and approved by the Engineer this 5th day of November, 20 24.

KIMLEY-HORN AND  
ASSOCIATES, INC.

ATTEST:

Scott P. Arnold  
Vice President

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS

This instrument was acknowledged before me on this 5 day November, 2024, by Scott Arnold, as Vice President of Kimley-Horn.

My Commission Expires 09/16/27 Commission Number:

(Seal)



R. L. Noble  
Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by the Oklahoma City Water Utilities Trust this 19TH day of NOVEMBER, 2024.

THE OKLAHOMA CITY WATER  
UTILITIES TRUST

ATTEST:

Amy K. Simpson  
Secretary



J. D. Couch  
Chairman

REVIEWED for form and legality

Craig Keith  
Assistant Municipal Counselor

**CONCURRED** by the City of Oklahoma City this 3RD day of DECEMBER,  
2024

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt  
Mayor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		<b>CONTACT</b> NAME: Jerry Noyola PHONE (A/C, No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		<b>FAX</b> (A/C, No):
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : National Union Fire Ins Co of Pittsburg		19445
		INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
		INSURER C : New Hampshire Insurance Company		23841
		INSURER D : Lloyd's of London		85202
		INSURER E :		
		INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 1089429167

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"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: KHA Project #061292815 - OKC WC-0974 WATERLINE REPLACEMENT; Garrett Putman. The City of Oklahoma City and the Oklahoma City Water Utilities Trust are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory 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. Deductibles: General Liability \$0; Automobile Liability - \$0; Workers Compensation - \$0; Professional Liability - \$25,000.

**CERTIFICATE HOLDER****CANCELLATION**

City of Oklahoma City  
The Oklahoma City Water Utilities Trust  
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

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