

**AMENDMENT NO. 4 TO CONTRACT FOR ENGINEERING SERVICES**

This Amendment is made and entered into this 13th day of September, 2022, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and C.H. Guernsey & Company, herein called the "Engineer".

**WITNESSETH:**

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

Project No. WC-0853  
48-Inch Water Transmission Main; and

**WHEREAS**, this project provides for design and all other engineering services related to the alignment and construction of approximately 1.2 miles of 48-inch water transmission main from Booster Station No. 9 (7626 W. Reno Avenue) to Booster Station No. 28 (501 N. Council Road); and

**WHEREAS**, subsequent to execution of the original contract, it was determined to direct the Engineer to provide review for an optional alternate alignment; and

**WHEREAS**, in order to confirm the alignment and comparative estimated construction costs, it was necessary for the Engineer to perform preliminary design with calculations; and

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

**WHEREAS**, subsequent to execution of the original contract as previously amended, it was determined to direct the Engineer to provide an alternate realignment that will limit the amount of right-of-way necessary for construction; and

**WHEREAS**, the Engineer performed additional preliminary design and provided additional topographic/boundary survey required for the realignment; and

**WHEREAS**, the Trust desires to potentially bid part or all of Projects WC-0853 and WC-0930 as one integrated project, resulting in additional coordination meetings with city staff and the project engineer for WC-0930; and

**WHEREAS**, in addition, it was also determined to direct the Engineer to provide Task 6 - Construction Inspection Services, for the duration of the project; and

**WHEREAS**, it was necessary to increase Exhibit E-Additional Services to compensate the Engineer for additional geotechnical investigation and cathodic protection services; and

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

**WHEREAS**, subsequent to execution of the original contract as previously amended and due to Projects WC-0853 and WC-0930 being bid as one integrated project, it was determined to be in the best interest of the Trust to remove geotechnical investigation services from the scope of work and increase cathodic protection services; and

**WHEREAS**, this contract will provide cathodic protection services for both Projects WC-0853 and WC-0930; and

**WHEREAS**, geotechnical investigation services for Project WC-0853 was deleted and incorporated into the scope of work for Project WC-0930; and

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

**WHEREAS**, subsequent to execution of the original contract as previously amended, it has been determined existing flow meters within the project limits are unable to accurately track flows to each water treatment facility; and

**WHEREAS**, it is in the best interest of the Trust to direct the Engineer to provide additional design to add flow meters and actuator valves and provide additional coordination efforts for easement acquisition due to alignment changes; and

**WHEREAS**, it has also been determined to provide additional compensation to the Engineer for remaining tasks due to rising costs and salaries associated with this project; and

**WHEREAS**, the estimated construction cost is \$5,191,865 (an increase of \$61,595); 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:

TS 2/16/15

Not to exceed \$181,178 for engineering services

For Amendment No. 1:

Not to exceed \$20,660 for engineering services

For Amendment No. 2:

Not to exceed \$252,371 for engineering services

For Amendment No. 3:

An overall decrease of \$9,429 for engineering services (a decrease of \$16,419 for Geotechnical Investigation Services and an increase of \$6,990 for Cathodic Protection Services, resulting in an overall total decrease of \$9,429)

For Amendment No. 4:

Not to exceed \$50,055 for engineering services

Total Amended Contract:

Not to exceed \$494,835 for all services (an increase of \$50,055); 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 review of an alternate alignment and additional topographic resurvey; and **Amendment No. 2** work related to an alternate realignment that will require additional preliminary design and topographic/boundary survey, additional coordination meetings necessary for potentially bidding part or all of Projects WC-0853 and WC-0930 as one project, providing construction inspection services for the duration of the project, and additional geotechnical investigation and cathodic protection services; and **Amendment No. 3** work related to additional cathodic protection services for Projects WC-0853 and WC-0930; and **Amendment No. 4** work related to additional design to add flow meters and actuators valves, additional meetings and coordination for easement acquisition due to alignment changes, and increasing the compensation for remaining tasks due to rising costs); and including Exhibit A, and including but not limited to the following:

II. Amend **Paragraph 5. Compensation.** to read as follows:

**Compensation.** The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$494,835 (an increase of \$50,055) which includes:

for Basic Services an amount not to exceed \$437,135 (an increase of \$50,055) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$57,700, as specifically set forth in Exhibit E.

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

**EXHIBIT B  
COMPENSATION  
PROJECT NO. WC-0853  
48-INCH WATER TRANSMISSION MAIN**

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 \$494,835 (an increase of \$50,055) which includes: for Basic Services an amount not to exceed \$437,135 (an increase of \$50,055) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$57,700, as specifically set forth in Exhibit E.

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

Compensation for basic services may not exceed \$437,135 (an increase of \$50,055), 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:  
\$113,716

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:  
\$156,569 (an increase of \$28,044)

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

Task 3 an additional amount not to exceed:  
\$16,991 (an increase of \$2,241)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

TS 2/16/15

\$61,400 (an increase of \$8,100)

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:  
\$16,689 (an increase of \$10,770)

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

**Task 6 (added by Amendment No. 2)**  
an additional amount not to exceed:  
\$71,770 (an increase of \$900)

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

**EXHIBIT E**  
**ADDITIONAL SERVICES**  
**PROJECT NO. WC-0853**  
**48-INCH WATER TRANSMISSION MAIN**

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. Cathodic Protection \$57,700

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$57,700. 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.

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REVIEWED for form and legality.

*Craig B Keith*

Assistant Municipal Counselor

CONCURRED by The City of Oklahoma City this 27th day of September,  
2022

ATTEST:

*Amy K Simpson*  
City Clerk



*David Holt*  
Mayor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/16/2022

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 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> RESERVED RESOURCE INSURANCE LLC 9 W Arrowhead Circle Santa Fe, NM 87506	<b>CONTACT NAME:</b> George J. Vogler <b>PHONE (A/C, No, Ext):</b> 505-780-5009 <b>E-MAIL ADDRESS:</b> george.vogler@ae-always.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> C. H. Guernsey & Company 5555 North Grand Blvd. Oklahoma City, OK 73112-5507	<b>INSURER A:</b> Travelers Casualty and Surety Company of America	<b>NAIC #</b> 31194
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

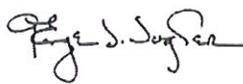
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPIOP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY AND POLLUTION INCIDENT COMBINED		X	106468617	02/26/2022	02/26/2023	\$5,000,000 Per Claim (including defense cost) \$5,000,000 Aggregate (including defense cost)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT NO. WC-0853  
The policy deductible with respect to The City of Oklahoma City and its beneficiary trusts is \$25,000 per claim.

Should the Insurer cancel the above described policy before the expiration date for reasons other than nonpayment of premium or deductible when due, the issuing Insurer will mail 30 days written notice to the certificate holder named below.

<b>CERTIFICATE HOLDER</b> The City of Oklahoma City and its beneficiary trusts Department of Public Works 420 West Main Street, 7th Floor Oklahoma City                      OK    73102	<b>CANCELLATION</b> 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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