

AMENDMENT NO. 1 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 AECOM Technical Services, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on August 13, 2019 as follows:

Project No. WC-0962
Second Atoka Pipeline Construction Program Manager for Stanley Draper Reservoir to Atoka Reservoir; and

WHEREAS, the Trust engaged Engineer to provide for design and all other engineering services related to administrative and technical support services to enhance operations and assist City staff with efficient and timely construction of the pipeline; and

WHEREAS, the term of the Contract is for a period of four (4) years and may also be renewed after the initial term with a maximum of two (2) renewals, with each renewal for a one-year period; and

WHEREAS, subsequent to the execution of the original contract, the Trust and the Engineer have compiled services to be performed in Fiscal Year 2023, and the Engineer has submitted respective fees for those services; and

WHEREAS, Exhibit B – Compensation of the original contract included a list of positions and associated hourly rates to be billed as services were rendered; and

WHEREAS, the program is now underway and it has been determined to be in the best interest of the Trust to amend Exhibit B to reflect fees by task in lieu of positions and hourly rates; 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:

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For the original contract:

Not to exceed \$1,890,368 for engineering services

For Amendment No. 1:

Not to exceed \$1,442,000 for engineering services

Total Amended Contract:

Not to exceed \$3,332,368 for all services (an increase of \$1,442,000); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

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

Basic Services. The 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 FY 2023 program scope of services, and modification of Exhibit B to reflect task amounts); including Exhibit A, and including but not limited to the following:

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

Compensation. The Trust agrees to pay the Engineer compensation for such professional engineering services related to this Contract an amount not to exceed a total fee of \$3,332,368 (an increase of \$1,442,000) which includes: for Basic Services an amount not to exceed \$3,182,368 (an increase of \$1,442,000) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$150,000 as specifically set forth in Exhibit E, attached hereto and incorporated herein. The Engineer shall submit monthly invoices (accompanied by a detailed description of the total work accomplished to date) to the Trust for partial payments for the work completed to date for respective tasks.

III. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A – Scope of Work (added by Amendment No. 1)**”:

**Exhibit A – Scope of Work
(Added by Amendment No. 1)**

Background

Exhibit B of the subject contract sets a TOTAL FEE 2020 amount not to exceed \$1,740,368. The total fee billed for the engineering services as of May 6, 2022 is \$1,401,342.24. The rate of progress of Project WC-0962 indicates that the TOTAL FEE 2020 budget may be exceeded on

or around September 2022. This Amendment provides information for a proposed increase in the Engineering Services Fee to address the services planned for fiscal year 2022 – 2023.

The task descriptions are based on the current status of the Program Schedule. Highlights and milestones included in the Fiscal Year 2022-2023 Program Schedule include:

- Continuing construction for WC-0875 Canadian River Crossing
- Pipe deliveries and construction for WC-0874 Ada Pump Station to Canadian River
- Bidding, Contract Award, pipe order and deliveries and construction for WC-0871 Pump Station O to Coalgate Pump Station
- Bidding, Contract Award, pipe order and deliveries and construction for WC-0872 Coalgate Pump Station to Stonewall Pump Station
- Bidding, Contract Award, pipe order and deliveries and construction for WC-0873 Stonewall Pump Station to Ada Pump Station

Modifications to the Program Schedule that are being considered for Fiscal Year 2022-2023 include:

- Replacing the proposed bidding for project WC-0873 with project WC-0876
- Bidding for WC-0660 Pump Station O in June 2023

Task 1 Construction Program Monitoring

The Construction Program Monitoring (CPM) will continue monitoring and reporting to the Trust the delivery of the Program through continuous communication and coordination. The CPM efforts in FY 2022-2023 will focus on coordinating the Program Budget Requirements with the Trust and City financial staff to address the peak financial requirements that are expected to occur in FY 2022-2023. Cost escalations for construction bidding and steel pipe materials will be closely monitored and related revisions to the financial projections will be developed. Additionally, communication with DEs will provide direction and updates on the impacts of the permit conditions to the project designs.

Subtask 1.1 Program Reporting

Program reporting will be coordinated with the Trust and will focus on the Program implementation schedule and budget requirements. Work products of this task will include continuous weekly updates to the resource loaded critical path schedule and the related spreadsheet template for projecting the Trust fiscal year budget requirements. Construction progress, potential delays in material deliveries or construction completion, and construction durations will be reviewed for their impact on the Program Schedule. The Program bidding schedule will be monitored and reviewed weekly.

Subtask 1.2 Program Meetings

Program Status Meetings will be held bi-weekly. The Program Status Meetings will include status reports, action items, and project issues that are reported to all attendees. The focus of the meetings will address:

- Fiscal year budget requirements.
- Project bidding schedule to address project readiness and easement acquisition issues.
- Data collection and inventory related to water pipe deliveries and pipeline installation.
- Construction progress
- Steel Pipe deliveries
- Construction QA and QC

Subtask 1.3 Master Schedule and Budget

The CPM will work with the Trust and the Design Engineer's to review and assess the scopes of work and budgets for each of the projects. This work will be completed in coordination with Task 4 of the Engineering Services. The CPM review will include review of design documents, construction cost estimates, and proposed project durations. The results of the reviews will be coordinated with the Design Engineer's and incorporated into the Master Program Schedule and Budget projections.

Subtask 1.4 Construction Monitoring Plan

The CPM will work with the Trust to develop best practice business processes and procedures for monitoring and reporting of the construction progress. The GIS-based pipe monitoring and inventory process will be implemented with the Design Engineer's and will be presented at each of the Bi-weekly Progress meetings. Construction monitoring plans for quality assurance and quality control will be coordinated with the Trust. Field testing of materials will be monitored and reported.

Task 2 – Construction Monitoring Controls

Construction Monitoring Controls consists of P6 scheduling and spreadsheet budget tracking.

Subtask 2.1 Program Schedule Monitoring

The CPM will report the Program Schedule to the Trust regularly in the bi-weekly progress meetings. Updates to the Program Schedule will be continuous to address updates from the DEs, pipe supplier, and the permit conditions. The bidding process and construction kickoff is anticipated to include Projects WC-0871, WC-0872, and WC-0873 in FY 2022-2023. Construction for Project WC-0874 by McKee Utility Contractors will be monitored in FY 2022-2023. Additionally, construction for Projects WC-0871, WC-0872 and WC-0874 will be initiated in FY 2022-2023.

Subtask 2.2 Program Budget Monitoring

The CPM will report budget updates to the Trust and its supporting financial staff to review the fiscal year financial projections. Updates to the financial projections will be provided in the bi-weekly progress meetings. The updates will address the latest modifications to the Program Schedule and revisions to pipe material costs and estimated construction costs.

Task 3 – Construction Monitoring

CPM field representatives provide ongoing monitoring of Design Engineer's teams.

Subtask 3.1 Construction Monitoring

Construction monitoring for the contract period has been provided for Project WC-0875 Canadian River Crossing. The construction monitoring has included review of the contractor (Vadnais) claims for differing site conditions and Vadnais proposals for alternative pipeline alignments. Additional construction monitoring will be initiated in the fiscal year 2022-2023 for Projects WC-0871, WC-0872 and WC-0874.

Subtask 3.2 Haul Route Evaluation and Documentation

CPM will evaluate and document the Design Engineer's primary and alternative routes for construction for Projects WC-0871, WC-0872 and WC-0874.

Subtask 3.3 GIS Coordination

CPM has worked with the Trust to develop a spreadsheet template that will be used to collect and review the GIS as built information that will be provided by the Design Engineer's. The field construction inspection staff of the Design Engineer's will collect and input the as-built pipe data on a daily basis and the spreadsheet database will be processed weekly by the CPM for input to the Trust GIS inventory. GIS coordination will be implemented for Projects WC-0871, WC-0872, WC-0873 and WC-0874. The process for collecting and transferring GIS data will be reviewed and modified as the process proceeds to facilitate the documentation of as-built and GIS records

Task 4 – Design Reviews

The CPM has reviewed the most recent contract documents for the Program pipeline projects. The review has focused on consistency, continuity, and conformance with the Program standards. Technical Specifications for Projects WC-0874 and WC-0871 have been updated to address federal permit conditions and consistency with the Program Specifications. The CPM will perform design reviews for Project sWC-0872, WC-0873, and WC-0660 during FY 2022-2023. Technical specifications will be updated and reviewed for Projects WC-0871, WC-0872, and WC-0660 during FY 2022-2023.

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

**EXHIBIT B
CONSTRUCTION PROGRAM MONITOR FEE
PROJECT NO. WC-0962
SECOND ATOKA PIPELINE CONSTRUCTION PROGRAM MANAGER FOR
STANLEY DRAPER RESERVOIR TO ATOKA RESERVOIR**

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 \$3,332,368 (an increase of \$1,442,000) which includes: for Basic Services an amount not to exceed \$3,182,368 (an increase of \$1,442,000) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$150,000, as specifically set forth in Exhibit E. The Engineer shall submit monthly invoices (accompanied by a detailed description of the total work accomplished to date) to the Trust for partial payments for the work completed to date for respective tasks.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$3,182,368 (an increase of \$1,442,000), 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 1 an amount not to exceed: \$1,852,172.24 (an increase of \$550,000) | Construction Program Monitoring (to be performed by AECOM) |
| Task 2 an additional amount not to exceed: \$232,098.75 (an increase of \$171,000) | Construction Monitoring Controls (to be performed by AECOM) |
| Task 3 an additional amount not to exceed: \$862,756.01 (an increase of \$540,000) | Construction Monitoring (to be performed by Triad Design Group) |
| Task 4 an additional amount not to exceed: \$235,341 (an increase of \$181,000) | Design Reviews (to be performed by Triad Design Group) |

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EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-0962
SECOND ATOKA PIPELINE CONSTRUCTION PROGRAM MANAGER FOR
STANLEY DRAPER RESERVOIR TO ATOKA RESERVOIR

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. Additional Services necessary for completion of the project.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$150,000. 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 General Manager. 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.

REVIEWED for form and legality.

Craig 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)

03/23/2022

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 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).

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|--|---|-----------------------|
| PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-PROJ-GAUE-22-23 | CONTACT NAME: James Vogel PHONE (A/C, No, Ext): 213-346-5098 E-MAIL ADDRESS: James.l.vogel@marsh.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: ACE American Insurance Company | 22667 |
| | INSURER B: N/A | N/A |
| | INSURER C: Illinois Union Insurance Co | 27960 |
| | INSURER D: SEE ACORD 101 | N/A |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:**

LOS-002423408-10

REVISION NUMBER: 25

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | HDO G72489974 | 04/01/2022 | 04/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | ISA H25564959 | 04/01/2022 | 04/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | SEE ACORD 101 | 04/01/2022 | 04/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000 |
| C | ARCHITECTS & ENG. PROFESSIONAL LIAB. | | | EON G21654693 005 ""CLAIMS MADE"" | 04/01/2022 | 04/01/2023 | Per Claim/Agg 1,000,000 Defense Included |

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

Re: AECOM Project No: 04191453.2438; Client Reference No: City of Oklahoma City Project #WC-0962 Second Atoka Pipeline Construction Program Manager for Stanley Draper Reservoir to Atoka Reservoir
 Workers' Compensation Deductible: NIL / Professional Liability Deductible: \$25,000

City of Oklahoma City and the Oklahoma City Water Utilities Trust are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL.

CERTIFICATE HOLDER

The City of Oklahoma City
 and its participating public trusts
 Attn: Patty Butenhoff, Senior Project Manager
 420 W. Main Street, Suite 700
 Oklahoma City, OK 73102

CANCELLATION

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
 of Marsh Risk & Insurance Services

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