

CONTRACT FOR ENGINEERING SERVICES

This Contract for engineering services for the Replacement of Two Water Transmission Mains ("Contract") is entered into this 8th day of November, 20 22, by and between the Oklahoma City Water Utilities Trust, a municipal trust ("Trust"), and Kimley-Horn and Associates, Inc. ("Engineer").

WITNESSETH:

PROJECT NO. WC-1020
REPLACEMENT OF TWO WATER TRANSMISSION MAINS
ESTIMATED CONSTRUCTION COST- \$6,700,000

WHEREAS, the Trust intends to direct the Engineer to provide for design and all other engineering services related to the replacement of two water transmission mains, Pennsylvania Avenue from NW 1st Street to NW 10th Street ("project"); and

WHEREAS, the Engineer will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, this Contract may be amended in the future to engage the Engineer's services for preparation of Final Plans and Specifications, Bidding, Construction Administration and other services related to this project; and

WHEREAS, the Engineer has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects, engineers and planners adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, and November 18, 1986, which resolution, with its amendments, is made a part of this Contract by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with Oklahoma and Oklahoma City law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

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| A. <i>Bidding Documents</i> | Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications. |
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- B. *City Engineer* The officer of the City of Oklahoma City or designee, e.g., "Project Manager" in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
- C. *General Manager of the Trust* The officer of the Trust assigned by the Trust to administer the business of the Trust, herein called the "General Manager."
- D. *Estimated Construction Cost* Not-to-exceed amount which has been designated as the maximum amount for the construction cost of the project.

2. **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 and including Exhibit A, which is attached hereto and incorporated as a part of this Contract. The Engineer will provide services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, site visits and other related services: In addition, the Engineer will provide:

A. **Preliminary Report Services - Task 1**

- (1) Prepare and make all necessary preliminary surveys, investigations, studies, reports and preliminary general plans and specifications. The preliminary investigation shall include a topographical survey of the site, layout of any existing, proposed, and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies, as appropriate, any and/or all of which might affect the construction of the project. The preliminary general plans and specifications shall be approved by the City Engineer. All plans shall be submitted with the appropriate title sheet as indicated on the Public Works web page: www.okc.gov/pw (OKC Autocad Standards link).
- (2) Prepare a utility and right-of-way plan showing recommended alignment for relocation of utilities and recommended right-of-way needs. The plan shall include existing and proposed easements. The plan shall show

ownership of all properties affected by the project. The Engineer shall acquire the limited ownership list. The Engineer shall complete and submit the limited ownership list within thirty (30) calendar days of the date of a written work order.

- (3) Prepare a construction cost estimate of the improvements, extensions and repairs, and an estimate of all engineering fees, testing costs, right-of-way costs, and inspection fees in connection therewith.
- (4) Hold all necessary conferences with the Trust and all other interested parties (inclusive is the requirement for the Engineer to ensure all utility and right-of-way/easement requirements are well established prior to Preliminary Report submittal). This includes the conduct of a Utility Conference by the Engineer at a location determined by the Trust.
- (5) Prepare the Preliminary Report for submittal to the Trust covering the Engineer's preliminary surveys, studies, investigations and other items as specified in the paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the report shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the Trust the order of construction and completion of each phase of construction. **Note:** For all water and sanitary sewer projects, the Engineer will prepare a separate "Engineering Report" (in accordance with Oklahoma Department of Environmental Quality (ODEQ) standards) for submittal to ODEQ.
- (6) Furnish the Trust up to two (2) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the Trust. The cost of any additional copies of Preliminary Reports as the Trust may require will be reimbursed at the actual cost thereof.
- (7) Geotechnical Investigation:
 - a. The Engineer will recommend to the Trust the name of a geotechnical investigation/services firm from the Trust's listing of annual on-call engineering and testing laboratory contract firms.
 - b. The Engineer will identify and coordinate all requirements for geotechnical investigation and procure all geotechnical services related thereto, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.

- c. The Trust will approve the selected laboratory and the Engineer will pay the costs of such sampling, analysis, borings, tests, or explorations and investigations.
- (8) Prepare legal descriptions for the necessary temporary and permanent easements and prepare legal descriptions necessary for property to be acquired on forms provided by the Trust. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the Trust when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the Trust, the Engineer will provide a proposal for staking of right-of-way for right-of-way acquisition purposes. Said right-of-way staking (when authorized by the Trust) will be billed to the Trust at the actual cost thereof in accordance with the "Payments" paragraph of this Contract.
- (9) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.
- (10) The Preliminary Report shall be recommended by the General Manager for formal approval by the Trust (if applicable, the Engineer shall also prepare an Engineering Report, in accordance with Oklahoma Department of Environmental Quality (ODEQ), for submittal to ODEQ).

B. Final Plan Services - Task 2 (by possible future amendment)

- (1) Prepare final plans, specifications and construction cost estimate.
- (2) After approval of the Preliminary Report in whole or in part by the City, the Engineer shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Engineer shall complete said plans and specifications for submission to the City for its approval.
- (3) Prepare and furnish the Trust all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of the Trust, employing wherever applicable, standard Trust forms, in completed form.
 - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City Engineer prior to preparation of plans.
 - b. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.

- c. The Engineer shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions, which might affect the construction of the project.
- (4) Notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) copy of the plans to each of the utility companies and entities as determined necessary. Coordinate necessary utility and facility relocations or modifications for the Project and conduct a final conference at 60% plans.
- (5) The 60% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 60% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report submittal.

Furnish the Trust up to two (2) copies of the project 60% 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 the Engineer'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.

- (6) The 95% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 95% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 60% plan submittal.

Upon completion of 95% final plans, the Engineer will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the Engineer shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, the Engineer will then submit a final plans check set (along with the annotated "check print" copies) for a "final" review by the Project Manager.

- (7) The Final Plan submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the Final plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 95% plan submittal.

Prepare and furnish the Trust an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the Trust, employing standard Trust forms, in completed form.

Furnish the Trust one (1) PDF of the final plans and specifications, all free of cost to the Trust. The cost of any additional copies of plans and specifications as the Trust may require will be reimbursed at the actual cost thereof.

- (8) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (9) Prior to the submission of Bidding Documents to the Trust for solicitation of Bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.
- (10) Prepare all necessary plans, studies and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the Trust.
- (11) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits using United States Geological Survey (USGS) data. The Engineer shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. For all SC-XXXX projects, the Engineer shall provide an electronic file on the location of all sanitary sewer manhole cover coordinates, which shall be tied to the City's GIS monument system.

C. Bidding Services - Task 3 (by possible future amendment)

- (1) Meet with the Trust or its representatives at any time requested for consultation or conference, as directed in writing by the General Manager. In this connection, the Engineer shall hold at least one (1) Pre-Bid Conference with prospective Bidders. The Engineer shall provide a power point presentation of the Bidding Documents for the purpose of pre-bid information to the prospective Bidders at a location determined by the Trust.
- (2) Answer all Trust and Bidder's questions regarding the bidding of the project and, upon approval by the City Engineer, prepare an electronic copy of all addendums for distribution.
- (3) The Trust will receive the Bids through the Electronic Bidding System and the Engineer will receive a copy of the Bids from the Trust. The Engineer will review and evaluate the Bids and will make recommendations to the Trust for an award. The Engineer shall assist, review and make recommendations to the Trust on all construction contract issues.
- (4) If Bids are received, all of which exceed the Estimated Construction Cost, the Engineer shall revise its plans as directed by the Trust, pursuant to the paragraph "Estimated Construction Cost" of this Contract.

D. Construction Administration Services - Task 4 (by possible future amendment)

- (1) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the Trust only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the Trust 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 Trust and all other interested parties. The Trust will issue all work orders for the project.
- (4) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction (if applicable to this project, the Engineer will also provide bridge centerline horizontal and vertical control points). Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the Construction Contractor.

The Engineer will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.

- (5) 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 Trust and its representatives or the Construction Contractor, to safeguard the Trust against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer 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.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the Trust 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 Trust.
- (7) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.
- (8) The Engineer shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer 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, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Engineer will keep the Trust informed of progress of the work, and will endeavor to guard the Trust against defects and deficiencies of the work. The Engineer 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.
- (9) 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 Trust.

- (10) 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.
- (11) Prepare and keep a record of the work performed by any contractor on this project and file with the Trust 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.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other Trust contractors will be through the Trust. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend to the General Manager rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the General Manager.
- (14) The Engineer 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. The Engineer'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. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the Trust as required by the Bidding Documents. The Engineer'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. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Engineer 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. The Engineer 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.

- (16) The Engineer 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. The Engineer shall receive and forward to the Trust all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer 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.
- (17) The Engineer will review daily reports furnished by the Trust's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the Trust. The Engineer'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.
- (18) The Engineer 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.

Clarifications to Construction Administration - Task 4

- (1) The Engineer shall be responsible for ensuring Construction Contractor compliance with the Construction Contract Documents. As such, the Engineer 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 the Engineer.
- (2) Coordinate, schedule, and administer the pre-work conference(s) for the Construction Contract. This will include scheduling and coordination with the Construction Contractor, the Trust, 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), the Engineer 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) The Engineer 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, the Engineer 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 Trust on a course of action. Any required notifications to the Construction Contractor will be prepared by the Engineer for Trust 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.

- (5) When the Engineer is not providing Inspection Services, the Engineer shall recommend to the City and the Trust the rejection of work that does not conform to the Construction Contract Documents. At any time during construction, the Engineer may be given the authority by the Trust 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 shall complete the Pre-Final Inspection with the Construction Contractor and the City's and the Trust'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 Trust's representatives. The Engineer shall then submit to the Trust 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 Trust for execution.
- (8) The Engineer shall recommend to the Trust 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.

E. As-Built Drawing Services - Task 5 (by possible future amendment)

- (1) Upon termination or completion of this Contract, the Engineer shall, at its expense, correct the original drawings, show all as-built changes based on information from as-built field surveys, reflecting the actual construction of the project and shall furnish the Trust, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.

- (2) Upon termination or completion of this Contract, the Engineer shall also furnish the Trust, without cost to the Trust, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Engineer shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
- (3) The Engineer shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the Engineer shall provide to the Trust an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the construction project.

E. Provide Inspection Services – Task 6 (by possible future amendment)

- (1) The Engineer 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 Trust, for review and acceptance, a résumé showing the Inspector's experience and qualifications for this particular project. However, the Trust, 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 and the Trust 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 and the Trust 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 Trust 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 Trust 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 Trust):

- 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 Trust 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 Trust immediately of its discovery.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Trust unless such work or service is first approved in writing by the Trust.
4. **Additional Services.** Additional Services are project-related services as enumerated in Exhibit "E," attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the General Manager, acting within the limits of State law, Ordinances of the City of Oklahoma City and policies established by the City Council, and upon acceptance by the Engineer. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments paragraphs of this Contract.
5. **Compensation.** The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$317,300, which includes: for Basic Services an amount not to exceed \$257,300, as specifically set forth in Exhibit B, attached hereto and

incorporated herein; and, for Additional Services an amount not to exceed \$60,000, as specifically set forth in Exhibit E attached hereto and incorporated herein.

6. **Payments.**

- A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the Trust and shall meet the standards of quality as established under this Contract. Invoices will include the percentage of completion for each task and payment will be made based on the percentage of the task fee completed. The Trust agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by a status report identifying the task components, effort accomplished during the time period, and the percentage of completion thereof, to the Trust. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the Trust or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract. Surveyors or other professional consultants engaged by the Engineer for the normal structural, electrical or mechanical engineering services shall be billed to the Trust by the Engineer at the actual cost thereof.
- B. The Engineer shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the Trust for compensation and payment. The Trust will review the invoice and claim voucher for payment. Should the Trust question or request additional documentation or disapprove all or a portion of any invoice, the Engineer will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

7. **Indemnity.** The Engineer will not be required to indemnify, insure, defend or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the Trust or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer must indemnify the Trust against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or

fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

8. **Insurance.** Prior to approval of this contract, the Engineer shall obtain insurance coverage as provided below. The Engineer must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff. The Engineer will provide the Certificate(s) of Insurance to the City and its participating trusts with the executed contract (contract will not be processed for approval without the contract-required verification of insurance indicated on the Certificate(s) of Insurance). Certificate(s) of Insurance must be insurance industry standard forms, such as ACORD.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. **Additional Insureds:** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City of Oklahoma City and the Oklahoma City Water Utilities Trust are named additional insureds without reservation or restriction.

All insurance coverage of the Engineer shall be primary to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. **Deductibles:** All policies must be fully insured with any single policy deductible not exceeding \$25,000 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Engineer is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Engineer's deductible is higher than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Engineer's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Engineer. The Engineer alone shall be responsible for the sufficiency of its own insurance program. Should the Engineer have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Engineer should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Engineer shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Engineer shall provide and maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Engineer shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Engineer. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Engineer shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (2) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional Liability Insurance. The Engineer shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the Trust.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by the Trust or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Engineer authorizes the City and its participating trusts to confirm all information so furnished as to the Engineer's compliance with its bonds and insurance requirements with the Engineer's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Engineer shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this Contract until there is full compliance with this paragraph, or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the aggregate limit required to this contract, the Engineer shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit below the aggregate limit required by this contract, the Engineer hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

The Engineer must carry and maintain the contract-required insurance coverages and may not cancel, fail to be renewed, nor decrease their limits without thirty (30) days written notice to the City and its participating trusts. In the event that a contract-required insurance coverage (policy) is canceled by the Engineer's insurance company and through no fault of the Engineer, the Engineer must immediately provide written notice to the City and its participating trusts and immediately provide properly executed Certificate(s) of Insurance evidencing coverage (policy) replacement of the canceled coverage(s). The Certificate(s) of Insurance must specifically indicate (in the remarks section of the form or elsewhere) the project number and project description. An authorized

representative of the insurance companies listed on the Certificate(s) of Insurance must sign the Certificate(s).

- F. **Duration of Coverage.** All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Engineer shall maintain in full force in effect the required professional liability insurance stated above during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract.

- G. The Architect and its insurer will not be required to indemnify, insure, defend or hold harmless the Trust against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the Trust or their agents, representatives, subcontractors, suppliers or any other entity for whom the Architect is not otherwise legally responsible.

The Architect and its insurer must indemnify the Trust against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Architect and any person or entity for which the Architect is legally responsible are adjudicated liable.

9. **Termination for Convenience.** The Trust may terminate this Contract (with or without cause), in whole or in part, for the Trust's convenience. The Trust may terminate by delivery of a notice to the Engineer, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Engineer shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the Trust all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the Trust, the Trust shall pay the Engineer for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the Trust provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

10. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Trust:

The Oklahoma City Water Utilities Trust
420 West Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Attn: Chris Browning, Director/General Manager
Phone Number: (405) 297-2822

To the Engineer:

Kimley-Horn and Associates, Inc.
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
Attn: Aaron Rader
Phone Number: (405) 241-5423

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. **Stop Work.** Upon notice to the Engineer, the Trust may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract.
12. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Engineer shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the work and/or services provided by this Contract.
13. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the Trust, or until the final resolution of any outstanding disputes between the Trust and the Engineer or the contractor(s) on the project, the Engineer shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Trust subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Engineer must maintain its accounting records in accordance with generally accepted accounting principles applied

on a consistent basis. The Engineer shall permit periodic audits by the Trust and the Trust's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Trust and Engineer. Agreement as to the time and place for audits may not be unreasonably withheld.

14. **Reporting to the Trust.** The Engineer shall report to the Trust on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion.** The Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract. The Engineer further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Engineer must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
16. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Engineer's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential Bidder to do any project-related work for the Bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Engineer to require all employees, sub-consultants, or subcontractors engaged by the Engineer to advise the Trust of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Engineer will also notify the Trust of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the Trust may be cause for rejection of the Bid in question and/or cancellation of the Engineer's contract.
17. **Work Orders.** The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Preliminary Report Services - Task 1 within two hundred forty (240) calendar days of date of written work order from the City Engineer (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the work order), and shall complete and submit the Final Plan Services - Task 2 within (by possible future amendment) calendar days of date of written work order from the City Engineer. For either Preliminary Reports/Plans or Final Plans and Specifications, the Trust will endeavor to review and return comments and/or corrections (if any) to the Engineer within thirty (30) calendar days from date of receipt of the documents from the Engineer. Subsequently, the Engineer shall return the corrected documents along with check print copies (if applicable) within thirty (30) calendar days from date of the City's transmittal letter directing corrections. If the Engineer cannot perform the work and/or services within the time provided, and upon the submission by the Engineer of a request in writing

to the Trust, indicating the length of extension required to perform a task, the General Manager may grant at his or her sole discretion a reasonable extension of time. The request from the Engineer shall state the reason for the extension request, along with evidence showing that the Engineer is unable to complete this work in the time specified in the work order for reasons beyond its control. The Engineer is prohibited from claiming damages for delays and extensions of time.

18. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Trust and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Engineer. Reuse of said documents by the Trust shall be at the Trust's risk and responsibility and not that of the Engineer. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Engineer shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Engineer.
19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations ("FAR"), the American Institute of Architects ("AIA") or any other publication, are not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
20. **Standard of Care.** In providing the work and services herein, the Engineer shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Engineer agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Engineer.
21. **Estimated Construction Cost.** If the lowest and best Bid proposed in response to the solicitation of Bids for construction of the project, in accordance with the Bidding Documents provided by the Engineer, exceeds the Estimated Construction Cost or funds available for this project, the Engineer, at no increase or additional cost to the Trust shall redesign the project and redraft the Bidding Documents so that the construction Bids pursuant to a subsequent solicitation come within the Estimated Construction Cost.
22. **Design Corrections.** The Engineer agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Engineer, at no cost to the Trust. The Engineer further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Engineer is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the Trust upon its review or inspection, nor

is the Engineer relieved from liability for the Trust's lack of review or inspection of said documents.

23. **Backup Required.** In accordance with good engineering practices, the Engineer must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as “data”) in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively “loss”), the Engineer must timely recreate all data within the original time frame of the engineering contract at its sole cost. No extensions or additional time will be granted the Engineer for loss of data. No additional payment or reimbursement will be made to the Engineer for loss of data. The Engineer will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.
24. **Notice of Design Limitations.** The Engineer will immediately advise the Trust at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
25. **Sub-consultants.** The Engineer agrees to submit for approval by the Trust, prior to their engagement, a list of any sub-consultants or subcontractors the Engineer intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. The Engineer shall notify the Trust and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
26. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Engineer agrees as follows:
 - A. The Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Engineer shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer shall agree to post, in conspicuous places, Exhibit D.
 - B. In the event of the Engineer's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Trust. The Trust may declare the Engineer ineligible for further contracts or agreements until

compliance, and/or satisfactory proof of intent to comply shall be made by the Engineer.

- C. The Engineer agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Engineer shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
27. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Engineer to provide professional and personal services to the Trust, the parties agree that the Engineer may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
28. **Termination for Default.** The Trust may cancel this Contract (with or without cause), in whole or in part, for failure of the Engineer to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination. Upon termination for cause by the Trust, the Trust shall pay the Engineer for all work and services rendered, up to the time of the effective date of termination.
 - B. If this Contract is terminated by reason of a default of the Engineer prior to the completion of this project, regardless of the reason for said termination, the Engineer shall immediately assign to the Trust any contracts and/or agreements relative to this project entered into between the Engineer and its subcontractors and sub-consultants, as the Trust may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Trust, the Trust shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Engineer from and after the date of such assignment to and acceptance by the Trust. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the Trust shall constitute a debt between the Engineer and the affected subcontractors or sub-consultants, and the Trust shall in no way be deemed liable for such sums. The Engineer shall include this provision and the Trust's rights and obligations hereunder in all agreements or contracts entered into with the Engineer's subcontractors and sub-consultants.

- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
29. **Time Is of the Essence.** Both the Trust and the Engineer expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Trust to timely object to the time of performance shall not waive any right of the Trust to object at a later time.
30. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Engineer for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Engineer agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
31. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
32. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Trust and the Engineer concerning the Contract. Neither the Trust nor the Engineer has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
33. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the Trust and the Engineer. In the event the Engineer's Basic Services are increased or changed so as to materially increase the need for engineering services in excess of the not to exceed total compensation, the Engineer may seek to amend this Contract.
34. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
35. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
36. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

37. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
38. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
39. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
40. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the Trust.
41. **Local Business Utilization Report.** On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and disadvantaged local business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on Trust projects.

The Engineer agrees to submit a Local Business Utilization ("LBU") Report to the City within fourteen (14) days of the issuance of the Notice to Proceed, to include the following information:

- A. A list identifying each of its subconsultants or subcontractors;
- B. The location of the principal place of business of each subconsultant or subcontractor;
- C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
- D. The general scope of work to be performed by each subconsultant or subcontractor; and
- E. The dollar amount of each subcontract.

The Engineer further agrees to submit to the Trust a monthly report identifying the amount of payments made to each subconsultant or subcontractor for the preceding month on a form provided by the Trust.

42. **Crime Prevention through Environmental Design** The Crime Prevention through Environmental Design (CPTED) concept suggests that natural surveillance, natural access control, and territoriality can be effectively applied to a project and its surrounding environment to provide safety for users. A CPTED design can also promote community

confidence and improve natural surveillance methods to reduce/prevent common crime and vandalism.

The Engineer should implement the concepts of CPTED, where appropriate, to reduce the real and perceived areas of potential problems during the project design.

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IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer
this 19 day of October, 20 22.

KIMLEY-HORN AND ASSOCIATES, INC.

ATTEST:

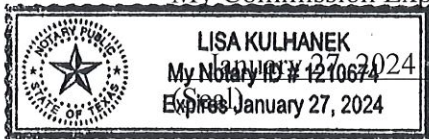
Aaron K. Rader

Vice President

STATE OF Texas)
)
COUNTY OF Harris) SS

This instrument was acknowledged before me on this 19th day of October, 20 22,
by Aaron K. Rader, as Vice President of Kimley-Horn and Associates, Inc.

My Commission Expires/My Commission Number:



Lisa Kulhanek
Notary Public

IN WITNESS WHEREOF, this Contract was approved and executed by the Oklahoma
City Water Utilities Trust this 8th day of November, 20 22.

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Amy K. Simpson
Secretary



John D. Couch
Chairman

REVIEWED for form and legality.

Travis Mann
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 22nd day of November,
20 22

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

EXHIBIT A
SCOPE OF WORK
PROJECT NO. WC-1020
REPLACEMENT OF TWO WATER TRANSMISSION MAINS

PROJECT DESCRIPTION

The Dual Use Pump Station (DUPS) on the former Overholser Water Treatment Plant site delivers water into multiple transmission mains running north and south along Pennsylvania Avenue, just east of the pump station. This includes two existing 30-inch water transmission mains that are nearing the end of their useful life and the Oklahoma City Water Utilities Trust (Trust) desires to replace them.

This project will remove the two existing 30-inch water transmission mains from service and replace them with a single water transmission main. The single pipeline approach was validated by others during a preliminary analysis to develop sizing and phasing recommendations (“WC-1020 30-inch Water Main Replacement Capacity Model and Preliminary Alignment”, dated February 15, 2022). The new pipeline will consist of 24-inch, 30-inch, and 42-inch diameter segments, as laid out in the study. The limits of the segments are as follows:

- 30-inch along Pennsylvania Avenue from NW 1st Street to NW 4th Street
- 42-inch along Pennsylvania Avenue from NW 4th Street to NW 8th Street
- 24-inch along Pennsylvania Avenue from NW 8th Street NW 10th Street

SCOPE OF SERVICES

The following scope of services is intended to supplement Paragraph 2 – Basic Services in the Contract. The Engineer shall provide the following scope of services for the Project as follows:

Task 1 - Preliminary Report Services:

The following scope shall constitute Task 1. The Engineer shall provide Preliminary Report Services in accordance with the Basic Services of this Contract and as listed below. The Preliminary Design phase is the phase in which preliminary water pipeline alignments are determined, surveying is completed, and other services as necessary to advance the design to 30% are complete. The preliminary report will be developed through a series of four (4) technical memorandum documents, each covering a specific aspect of the project. These technical memorandums will be compiled into a preliminary report document and submitted along with 30% plan and profile drawings as the final deliverable for Task 1.

A. Project Management and Progress Reporting:

1. The Engineer shall provide project management and progress reporting functions required to successfully complete Task 1.
2. Monthly Progress Reporting: The Engineer shall prepare and submit to Trust monthly invoice packets including the following:
 - a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percent complete for each major subtask, planned activities for the upcoming month, information requests, action

- items required to be addressed by the Trust, schedule status with any applicable delays, and a list of potential scope adjustments.
- b. Monthly invoice.
- c. Updated project schedule.
- 3. Potential Scope Adjustment Register: The Engineer shall maintain a potential scope adjustment (PSA) register. In the event there is consideration given for changes to the Project's scope of work, Engineer will develop and present PSAs with the next monthly invoice transmittal.
 - a. The Engineer shall itemize the potential changes detailing the anticipated cost impact to the Engineer's contract and the Project's construction cost.
 - b. The Engineer shall detail impacts, if any, to the project schedule.
- 4. Quality Assurance and Quality Control: The design documents shall be reviewed by the Engineer's technical advisors and/or senior technical staff for quality assurance and quality control (QA/QC) purposes prior to delivery to the Trust.
 - a. The Engineer shall develop and implement a QA/QC plan and submit the QA/QC plan to the Trust for review.
 - b. The Engineer QA/QC reviews of each deliverable shall be completed prior to submitting to the Trust for review. A concurrent QA/QC review with the Trust shall not be permitted without prior written approval from the Trust.
 - c. Results of the reviews shall be maintained by the Engineer in its records files until completion of the Project. The results of the QA/QC review shall be incorporated into the Final Design Documents.
- 5. Schedule: The Engineer shall provide a detailed schedule for execution of the project prior to the project kickoff meeting.
 - a. Schedule shall allow for Trust review periods of at least two (2) weeks.
 - b. Schedule shall include tentative dates for major review meetings.
 - c. Schedule shall be updated monthly based on progress.
- 6. Project Implementation and Procedures Manual: The Engineer shall prepare for use by Engineer and Trust. The manual shall include the following:
 - a. Project description and scope of work.
 - b. The Engineer and Trust staff roles, including Trust's Project Manager, Wastewater Quality staff, IT/SCADA staff, and Line Maintenance staff, contact information, and communication responsibilities.
 - c. The Engineer's key personnel, assignments, contact information, and communication responsibilities.
 - d. Communication procedures.
 - e. Project budget
 - f. Project schedule.
- 7. Provide project design information and coordinate with other consultants contracted by the Trust pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other's improvements throughout the duration of the project.

B. Kickoff Meeting:

- 1. Kickoff Meeting: The Engineer shall conduct a project kickoff meeting to review the

scope and clarify Trust's requirements for the project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule.

- a. Prepare and submit an agenda two (2) business days prior to the project kickoff meeting.
- b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.

C. Technical Memorandum No. 1 – Pipeline Alignment and Property Acquisition Needs:

1. Data Collection and Record Research
 - a. The Engineer will work with Trust to compile all available record drawings, GIS files, Lidar data, aerial imagery, model information, and electronic files for existing utilities within the project area. The Engineer will make open records requests as necessary to obtain these items. In addition, Engineer will perform record research for all existing franchise utilities and Union Pacific Railroad (UPRR) infrastructure.
 - b. Organize existing data and record information into project database. Review provided information for accuracy and completeness. Process data such as GIS files, model information, etc. to determine usability and applicability to project. Request additional information as needed from the Trust, franchise utilities, and other agencies.
2. Roundabout Coordination – Pennsylvania Avenue and NW 10th Street
 - a. Coordinate with design engineer for planned roundabout at NW 10th Street and Pennsylvania Avenue to obtain design information to assist in alignment planning
 - b. Coordinate with roundabout designer on project schedule and phasing to determine best approach for completing the water line connections within the intersection without impacting future pavement or ability to operate and maintain the water line
3. Public Works Coordination – Pennsylvania Avenue Expansions
 - a. The Engineer will meet with Public Works to discuss the project and any planned future expansions or widening of Pennsylvania Avenue that may impact the water line alignment
 - b. The Engineer will seek to obtain any available concept plans or schematics for future improvements to Pennsylvania Avenue and incorporate into the project base files
4. Base File and Fieldwork Locations
 - a. The Engineer will utilize collected record information to prepare a preliminary base map for the project
 - b. The Engineer will coordinate locations for fieldwork including preliminary survey, subsurface utility engineering, and geotechnical investigation using the preliminary base map
5. Preliminary Survey Services
 - a. The Engineer shall provide preliminary survey services as required to develop the preliminary pipeline alignments, including limited spot shots as determined to be necessary by the Engineer to validate the design
 - b. The Engineer shall obtain necessary property reports to determine land ownership and existing easements in the Project areas. This effort includes easement search by

- title company for up to five (5) parcels based on the anticipated alignment.
6. Subsurface Utility Engineering (SUE)
 - a. Determine locations for Level “B” SUE designating of underground utilities
 - b. Perform SUE designating and tie with preliminary survey
 7. Geotechnical Services:
 - a. The Engineer shall provide, through a subcontract, geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations provided by Engineer and including professional interpretations of exploratory and test data. It shall include field investigation and laboratory testing required to prepare a geotechnical report.
 - b. An initial geotechnical report by a geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions shall be provided.
 - c. The field investigation shall occur along the general pipeline corridor.
 - d. The scope of the geotechnical investigation and testing:
 - i. Four (4) borings approximately every 1,000 feet along the alignment and at trenchless locations, to a depth of 20 feet
 - ii. Borings logs including observed groundwater levels
 - iii. Tests and analysis for corrosion protection systems: pH, sulfate, chloride, electrical resistivity, and Oxidation-Reduction Potential. AWWA’s C105/A21.5 method will be used to evaluate the corrosion potential to metal pipes and ACI/s method for concrete pipes.
 - e. Deliverable:
 - i. Submit preliminary geotechnical report to Trust.
 8. Site Investigation
 - a. Prepare schematic base drawings from existing record information
 - b. Walk alignment corridor and document existing conditions with photographs
 - c. Identify potential alignments, conflicts, and issues
 9. Alignment Evaluation
 - a. Evaluate alignment locations within the project corridor
 - b. Identify conflicts and potential issues
 - c. Include appurtenance and equipment preferences of Trust in evaluation
 - d. Prepare recommended alignment exhibit
 - e. Prepare typical cross sections for clarity
 - f. Determine property acquisition needs, if any
 - g. Determine locations for potential trenchless installations
 - h. Evaluate special permitting needs, including Union Pacific Railroad (UPRR) crossing permit
 - i. Prepare an opinion of probable construction cost (OPCC) for the recommended alignment
 10. Deliverables:
 - a. The Engineer shall submit draft copies of Technical Memorandum No. 1 in Microsoft Word and PDF formats for review and comment by the Trust. The Engineer shall include final copies of the technical memorandum in the final engineering report.
 11. Review meeting: The Engineer shall conduct the meeting between Trust’s Project Team

and Engineer to review preliminary site locations and pipeline alignments.

- a. Prepare and submit an agenda two (2) business days prior to the project initiation meeting.
- b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
- c. The Engineer shall incorporate Trust review comments into the Preliminary Engineering Report and 30% design deliverable. The Engineer shall provide a comment response matrix documenting decisions and revisions with the Preliminary Engineering Report.

12. Detailed Design Survey:

- i. A detailed design survey shall be completed after the Technical Memorandum No. 1 review meeting and written notification from the Trust.
- ii. The Engineer shall provide site surveying services including topographical and existing utility location information for the project areas required for the preparation of construction drawings and specifications.
 - (1) Locations of utilities as provided by Trust staff shall be deemed “for informational purposes only.” The Engineer is responsible for determining locations and depths of Trust -provided information.
 - (2) Existing improvements and physical features will be located and identified. The Engineer shall positively identify each aboveground and underground utility that may be impacted as to its horizontal location.
 - (3) At a minimum, a Utility Quality Level C subsurface investigation as defined in CI/ASCE 38-02 will be completed.
 - (4) Survey shall be sufficient for preparation of plan and profile sheets for pipelines.
 - (5) Stake all geotechnical borings and survey all completed borings.
 - (6) Horizontal and vertical control will be referenced to the City of Oklahoma Control Network which is based on Oklahoma State Plane Coordinate System and NAVD 88, respectively.
 - (7) Provide survey in a native and PDF format to the Trust.
 - (8) Survey along the recommended alignment of the proposed water pipelines within a 50-foot-wide corridor minimum. In existing rights-of-way, the survey shall include the full extents of the right-of-way corridor (less or greater than 50 feet).
 - (9) Set horizontal and vertical controls at spacing no greater than 500 feet apart, with line of sight between each successive set control point.
 - (10) Establish a minimum of two benchmarks.
 - (11) Identify all existing benchmarks, temporary benchmarks, pk nails, etc.
 - (12) Create a topographical drawing with 1-foot contour intervals. The survey should include overhead and known buried utilities as well as trees, structures, roads (including material), top and toe of retaining walls, and other significant features that may impact the design.
 - (13) All trees larger than 6-inch in diameter within the proposed easement or right-of-way shall be identified with individual tree symbol and text with description of the tree and diameter.

- (14) Locate sufficient property corners and/or section, half-section, and quarter-section corners to establish platted property, unplatted property, and right-of-way crossed by existing and proposed sanitary sewer and water lines. Locate existing property fences for correlation to the property corners.

D. Technical Memorandum No. 2 – Pipe Material Evaluation and Selection:

1. Hydraulics Coordination
 - a. Meet with Trust's modeling consultant to discuss hydraulic scenarios and parameters used in sizing analysis
 - b. Confirm hydraulic parameters relevant to pipe design and material selection
2. Pipe Material Evaluation
 - a. Consult with Trust on preferred pipe materials or materials to be analyzed
 - b. Verify hydraulic parameters to be used through coordination with Trust's modeling consultant
 - c. Develop evaluation criteria to be used
 - d. Assess each pipe material for performance and cost-effectiveness based on the evaluation criteria
 - e. Provide recommendation for which pipe material(s) to be used for detailed design
3. Deliverables:
 - a. The Engineer shall submit draft copies of Technical Memorandum No. 2 in Microsoft Word and PDF formats for review and comment by the Trust. The Engineer shall include final copies of the technical memorandum in the final engineering report.
4. Review meeting: The Engineer shall conduct the meeting between Trust's Project Team and Engineer to review preliminary site locations and pipeline alignments.
 - a. Prepare and submit an agenda two (2) business days prior to the project initiation meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. The Engineer shall incorporate Trust review comments into the Preliminary Engineering Report and 30% design deliverable. The Engineer shall provide a comment response matrix documenting decisions and revisions with the Preliminary Engineering Report.

E. Technical Memorandum No. 3 – Corrosion Protection:

1. Assess and develop corrosion protection strategy for recommended pipe materials
2. Provide discussion of available corrosion protection strategies considered
3. Meet with Trust, Water Quality, and Line Maintenance staff to receive input on available strategies
4. Perform evaluation of available strategies and provide recommendations for corrosion protection system(s) to be carried forward into detailed design
5. Deliverables:
 - a. The Engineer shall submit draft copies of Technical Memorandum No. 3 in Microsoft Word and PDF formats for review and comment by the Trust. The

Engineer shall include final copies of the technical memorandum in the final engineering report.

6. Review meeting: The Engineer shall conduct the meeting between Trust's Project Team and Engineer to review preliminary site locations and pipeline alignments.
 - a. Prepare and submit an agenda two (2) business days prior to the project initiation meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. The Engineer shall incorporate Trust review comments into the Preliminary Engineering Report and 30% design deliverable. Engineer shall provide a comment response matrix documenting decisions and revisions with the Preliminary Engineering Report.

F. Technical Memorandum No. 4 – Constructability and Sequencing:

1. Isolation Plan
 - a. Utilize record information and work with Trust to understand locations and ability to isolate the existing line
 - b. Determine connection locations
 - c. Determine locations where cut-in valves or line stops may be necessary to facilitate isolation
 - d. Provide exhibits detailing the proposed isolation plan
2. Dewatering Plan
 - a. Assess dewatering needs and locations (both groundwater and pipe dewatering)
 - b. Assess applicable dewatering methods and strategies
 - c. Develop conceptual dewatering plan with recommendations for approach
3. Flush and Disinfection Strategy
 - a. Develop strategy and approach to flushing and disinfecting the new pipeline, including connections
 - b. Provide recommendations for methods and tools as needed
4. Sequencing Plan
 - a. Compile strategies and plans prepared in items F.1-F.3 above into a preliminary construction sequencing plan that would facilitate installation of the new water line while maintaining service to the corridor
 - b. Determine connection phasing
 - c. Prepare exhibits detailing the proposed construction sequence
5. Traffic Control Plan
 - a. Provide preliminary recommendations for traffic control and phasing
 - b. Prepare exhibits detailing the proposed traffic control plan
6. Deliverables:
 - a. The Engineer shall submit draft copies of Technical Memorandum No. 4 in Microsoft Word and PDF formats for review and comment by the Trust. The Engineer shall include final copies of the technical memorandum in the final engineering report.
7. Review meeting: The Engineer shall conduct the meeting between Trust's Project Team and Engineer to review preliminary site locations and pipeline alignments.

- a. Prepare and submit an agenda two (2) business days prior to the project initiation meeting.
- b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
- c. The Engineer shall incorporate Trust review comments into the Preliminary Engineering Report and 30% design deliverable. The Engineer shall provide a comment response matrix documenting decisions and revisions with the Preliminary Engineering Report.

G. Preliminary Engineering Report

1. Preliminary Engineering Report: The Engineer shall develop an Engineering Report that shall serve as the evaluation of alternatives and preliminary design recommendations for the project. Previously completed technical memorandums shall be included and supplemented with additional analysis necessary to make final recommendations to the Trust. The Preliminary Engineering Report shall constitute a 30% design.
2. The Preliminary Engineering Report shall include:
 - a. A one-page Executive Summary
 - b. General project scope and background references
 - c. Summary of TM analyses and recommendations
 - d. Additional supporting documentation and studies as necessary to validate the TM assumptions/recommendations, or new information that may be pertinent to the design
 - e. Conceptual plan and profile sheets of the recommended alignment to a 30% design level
 - f. Recommended locations for SUE Level “A” test holes
 - g. Preliminary specifications table of contents
 - h. Opinion of Probable Construction Costs:
 - i. All OPCC’s developed shall follow the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R with regard to methodology and accuracy.
 - ii. The cost opinion level of accuracy presented by the Engineer shall be a Class 3 – Budget Authorization or Control cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 3 estimate is commensurate with development of the design concept to a 10% to 40% level; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +20 to 50 percent.
 - iii. The Engineer shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
3. Appendices:
 - a. Technical Memorandum No. 1 – Pipeline Alignment and Property Acquisition Needs
 - b. Technical Memorandum No. 2 – Pipe Material Evaluation and Selection
 - c. Technical Memorandum No. 3 – Corrosion Protection
 - d. Technical Memorandum No. 4 – Constructability and Sequencing
 - e. Opinion of probable construction costs

- f. Conceptual 30% plan and profile drawings
- g. Preliminary specification list
- 4. Draft Report:
 - a. The Engineer shall submit two (2) draft hard copies and Microsoft Word and PDF formats of the Preliminary Engineering Report for review and comment by the Trust.
- 5. Review meeting: The Engineer shall conduct the meeting between Trust's Project Team and Engineer to present a summary of the Preliminary Engineering Report.
 - a. Prepare and submit an agenda two (2) business days prior to the review meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. The Engineer shall incorporate Trust review comments into the final version.
- 6. Final Report:
 - a. The Engineer shall incorporate Trust comments into the final report.
 - b. The Engineer shall submit three (3) final copies of the final Preliminary Engineering Report in hardcopy format and in electronic PDF format.
 - i. PDF format shall have the following features:
 - (1) Shall be fully indexed using the Table of Contents.
 - (2) Bookmarks shall be created in the navigation frame for each major entry in the Table of Contents.
 - c. The Engineer shall submit a response matrix and decision log documenting the proposed action to the Trust's comments with the final report.
 - d. The Engineer shall also submit the report to the Oklahoma Department of Environmental Quality (ODEQ) for review and comment. The Engineer shall correct the report based on ODEQ comments and resubmit for approval at no additional cost to Trust.

Task 2 - Final Plan Services

Task 2 is possible by future amendment.

Task 3 - Bidding Services

Task 3 is possible by future amendment.

Task 4 - Construction Administration Services

Task 4 is possible by future amendment.

Task 5 - As-Built Drawings Services

Task 5 is possible by future amendment.

Task 6 - Project Inspection Services

Task 6 is possible by future amendment.

Completion Times:

Work Item	Time to Complete	Completion Time from NTP
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TS 1/14/19

Task 1	240 days	240 days
Draft Technical Memorandum No. 1	71 days	71 days
Draft Technical Memorandum No. 2	46 days	87 days
Draft Technical Memorandum No. 3	41 days	106 days
Draft Technical Memorandum No. 4	34 days	126 days
Draft Engineering Report	34 days	163 days
Final Engineering Report	62 days (includes DEQ review and comment period)	240 days

Note: the completion times shown below are not necessarily sequential and may overlap, so completion time from NTP is not cumulative nor additive. Instead, completion time is based on actual number of calendar days between NTP and the specified deliverable. Total completion time for Task 1 is represented on the main Task 1 line.

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EXHIBIT B
COMPENSATION
PROJECT NO. WC-1020
REPLACEMENT OF TWO WATER TRANSMISSION MAINS

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 \$317,300 which includes: for Basic Services an amount not to exceed \$257,300 as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$60,000, as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$257,300, 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:
\$257,300

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

Fee breakdown for Task 1 – Preliminary Report Services is as follows:

Project Management and Progress Reporting	\$ 13,500
Technical Memorandum No. 1	\$121,300
Technical Memorandum No. 2	\$ 21,300
Technical Memorandum No. 3	\$ 22,500
Technical Memorandum No. 4	\$ 43,800
Draft Engineering Report	\$ 23,000
Final Engineering Report	\$ 11,900

Task 2 an additional amount not to exceed:
(by possible future amendment)

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

Task 3 an additional amount not to exceed:
(by possible future amendment)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
TS 1/14/19

(by possible future amendment)

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:
(by possible future amendment)

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

Task 6 an additional amount not to exceed:
(by possible future amendment)

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

EXHIBIT C
ANTI/NON-COLLUSION AFFIDAVIT
PROJECT NO. WC-1020
REPLACEMENT OF TWO WATER TRANSMISSION MAINS

State of Texas)
) SS.
County of Harris)

The undersigned Engineer, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Engineer; that the Engineer has not, directly or indirectly, entered into any agreement, express or implied, with any other architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the architect/engineers, the parceling or farming out to any architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Engineer further states that the Engineer has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Engineer or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Engineer states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the Trust or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Engineer: Aaron K Rader

Signature of executing individual: *Aaron K. Rader*

Title: Vice President

4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142
Address of the Engineer Zip Code
(405) 241-5423
(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 19th day of October,

20 22, by Aaron K. Rader.

My Commission Expires/Commission Number:
January 27, 2024 / 1210674 (Seal)

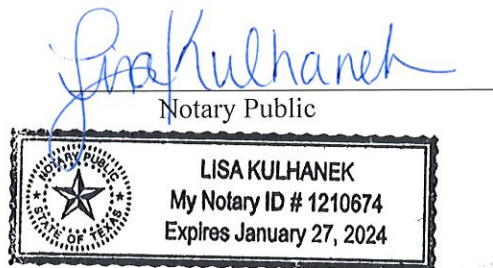


EXHIBIT D
NONDISCRIMINATION CERTIFICATE
PROJECT NO. WC-1020
REPLACEMENT OF TWO WATER TRANSMISSION MAINS

State of Texas)
)
County of Harris) SS.

In connection with the performance of work under this Contract, the Engineer agrees as follows:

- A. The Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Engineer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer and sub-consultants shall agree to post in a conspicuous place, Exhibit D.
- B. In the event of the Engineer's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Trust. The Engineer may be declared, by the Trust, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Engineer and/or sub-consultants.
- C. The Engineer agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Engineer: Aaron K Rader

Signature of executing individual: *Aaron K. Rader*

Title: Vice President

4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142
Address of the Engineer Zip Code

(405) 241-5423
(A.C.) Tel. Number and (FAX No.)

Signed and sworn to before me on this 19th day of October, 2022, by
Aaron K. Rader.

My Commission Expires/Commission Number:
January 27, 2024 / 1210674 (Seal)

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Engineering Services Contract Page 44

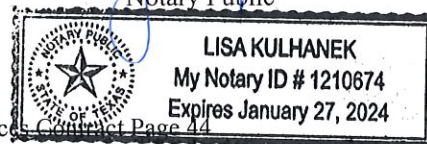


EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-1020
REPLACEMENT OF TWO WATER TRANSMISSION MAINS

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:

- AS.1: Additional easement research and verification for up to twenty (20) parcels.
- AS.2: Prepare easement and legal descriptions for all permanent and temporary easements recommended for the Project and provide acquisition services. For budgetary purposes, this includes services for ten (10) parcels.
- AS.3: Additional Services necessary for completion of the project. A detailed scope and fee for the additional services will be submitted for review and approval.

<u>No.</u>	<u>Item</u>	<u>Unit Price</u>	<u>Unit</u>
AS.1	Additional easement research and verification	\$560	Parcel
AS.2	Additional legal descriptions and exhibits services	\$4,400	Parcel

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$60,000. 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 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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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/20/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1567 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 483">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1433 453 1567 483">19445</td> </tr> <tr> <td data-bbox="816 483 1433 512">INSURER B : Allied World Assurance Company (U.S.)</td> <td data-bbox="1433 483 1567 512">19489</td> </tr> <tr> <td data-bbox="816 512 1433 541">INSURER C : New Hampshire Ins. Co.</td> <td data-bbox="1433 512 1567 541">23841</td> </tr> <tr> <td data-bbox="816 541 1433 571">INSURER D : Lloyds of London</td> <td data-bbox="1433 541 1567 571">085202</td> </tr> <tr> <td data-bbox="816 571 1433 600">INSURER E :</td> <td data-bbox="1433 571 1567 600"></td> </tr> <tr> <td data-bbox="816 600 1433 638">INSURER F :</td> <td data-bbox="1433 600 1567 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER: 22-23****REVISION NUMBER:**

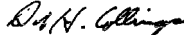
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<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
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	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: WC-1020 Replacement of Two Water Transmission Mains; James Bryan. The City of Oklahoma City and the Oklahoma City Water Utilities Trust are named as Additional Insureds with respects to General & Automobile 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 is applicable where required by written contract & allowed by law. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and The Oklahoma City Water Utilities Trust 420 W. Main Street, Suite 700 Oklahoma City, OK 73134	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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DESCRIPTIONS (Continued from Page 1)

Separation of Insureds applies to the General Liability Policy. 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.