

AMENDMENT NO. 4
AGREEMENT
FOR
ENGINEERING SERVICES

This is an amendment, AMENDMENT NO. 4, attached to and made a part of the AGREEMENT, dated March 8, 2011, between the NORMAN UTILITIES AUTHORITY (Owner) and GARVER, LLC. (Engineer) for professional engineering services as necessary to complete the additional design and construction phase services for the Norman Water Reclamation Facility Phase 2 Improvements – Maintenance Additions.

WHEREAS, the Owner has determined the need for additional construction observation, construction administration, and warranty assistance services for the project;

WHEREAS, Engineer is prepared to provide additional services in support of the project;

NOW THEREFORE, in consideration of the promises contained in said AGREEMENT and this AMENDMENT NO. 4, Owner and Engineer agree as follows:

SCOPE OF SERVICES

Engineer shall provide construction phase services and warranty assistance associated with the Water Reclamation Facility Phase 2 Improvements as described in APPENDIX A.4.

COMPENSATION

For the work described under APPENDIX A.4 SCOPE OF SERVICES, the Owner will pay the Engineer on a lump sum basis. The lump sum amount to be paid for services associated with Appendix A.4 is \$89,300. For informational purposes, a breakdown of the Engineer's estimated costs is included in APPENDIX B.4.

SCOPE OF WORK	ESTIMATED FEES
Phase 2 Construction Services Extension	\$ 72,500
Warranty Assistance	\$ 16,800
TOTAL	\$ 89,300

If any payment due the Engineer under this agreement is not received within 60 days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed by the Owner.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the work accomplished for Phase 2 Extension and Maintenance Additions as identified in Appendix B.4. Payments not received within 60 days of date invoice will be subject to a one percent monthly simple interest charge unless Owner documents reasons for non-payment.

Some billable work has been performed by Engineer prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

IN WITNESS WHEREOF, Owner and Engineer have executed this Amendment No. 4.

DATED this _____ day of _____, 2018.

Garver, LLC. (ENGINEER)

By:

Title:  _____
Michael J. Graves – Vice President

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on this ____ day of _____ 2018, by
Michael J. Graves as Vice President of Garver, LLC.

Notary Public

My Commission Expires/Commission Number:

_____/_____

Norman Utilities Authority (OWNER)

APPROVED as to form and legality this _____ day of _____, 2018.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2018.

ATTEST

By:

Title: _____
Chairperson – N.U.A.

Secretary – N.U.A.

APPENDIX A.4 – SCOPE OF SERVICES – PHASE 2 CLOSEOUT AND WARRANTY ASSISTANCE

General

Generally, the scope of services includes extra work associated with the ***Norman Water Reclamation Facility (WRF) Phase 2 Improvements in Norman, Oklahoma.***

Additional services include construction administration, construction observation, and warranty assistance required for successful completion of the WRF Phase 2 Improvements construction project. Additional construction observation services cover an extension in the contract time and observation outside of the contract working hours to accommodate night-time painting. Warranty assistance will facilitate timely response for claims associated with equipment installed during the Phase 2 Improvements.

SECTION 1 – Additional Services for Phase 2 Improvements (Extension of Amendment 3)

Amendment No. 3 to the contract between the Owner and Garver included Construction Phase Services for the Phase 2 Maintenance Additions through November 12, 2017. Change orders approved by the Owner for the construction contract extended the contract time through January 14, 2018, or by an additional 61 calendar days. The time extension and delay of construction completion require additional effort from Garver for continued support throughout the Phase 2 Improvements Project.

1.1 Additional Construction Administration and Management

The extension of the Phase 2 construction contract requires additional construction administration and management, and shall be provided in accordance with the terms established in Amendment No. 2 (Phase 2 Construction and Start-up Services). Additional services include:

- Participation in three (3) progress meetings with the Owner and Contractor
- Review/Processing of additional pay requests
- On-site coordination/planning meetings
- Field coordination with on-site observers and the contractor
- Review/processing of contractor submitted payrolls
- Review/processing of contract modification requests (CMRs)
- Design and coordination of grading and access modifications

1.2 Additional Construction Observation

Garver shall provide additional construction observation for the Phase 2 Improvements and maintenance additions provided in accordance with the terms established in Amendment No. 2 for an additional 61 calendar days. The proposed fee is based on one (1) full-time observers working approximately eight (8) hours per day, five (5) days per week.

1.3 Out of Scope Services – Construction Observation

Amendment No.2 defined the normal working times for construction phase services at eight (8) hours per day, five (5) days per week (observed Federal holidays and weekends are defined as non-working times in the contract documents). The Owner requested Garver to provide construction observation services for times outside the working hours of the construction contract.

1.4 Services for Warranty Claim Assistance

At the request of the Owner, Garver agrees to provide additional services for assistance with warranty claims. Warranty claim assistance following the completion of construction of the Phase 2 Improvements, includes support for the new blower system requiring additional performance demonstration prior to initiating its warranty period. The associated fee for warranty assistance includes support through December 31, 2018. If the Owner wishes to increase the time of the warranty assistance, the Owner will pay Garver an additional fee agreed to by the Owner and Garver

1.5 Extra Work

The following items are not included under this agreement but will be considered as Extra Work:

1. SCADA improvement resulting from adjustments made in response to warranty claims
2. Consolidation/Integration of PLC tied to the OU golf course.
3. Formal SCADA system training/SCADA O&M Manuals.
4. Calibration of existing equipment
5. Replacement of existing SCADA hardware.
6. Programming of any devices.
7. Programming services outside the scope of services for this Amendment.
8. Security improvements.
9. Remote Access or remote notifications.
10. Any items requested by the Owner after December 31, 2018.
11. Additional programming required as a result of IT upgrades made by the Owner.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

1.6 Schedule

Garver and the Owner agree to perform services according to a mutually agreeable schedule through December 31, 2018.

APPENDIX B.4

NORMAN UTILITIES AUTHORITY PHASE 2 EXTENSION AND WARRANTY ASSISTANCE

FEE SUMMARY

Amendment No. 4 Services	Estimated Fees	Estimated Man-Hours
1.1 Construction Administration	\$35,000.00	293
1.2 Construction Observation	\$24,800.00	230
1.3 Out of Scope Observation	\$12,700.00	95
1.4 Warranty Assistance	\$16,800.00	85
Subtotal for Amendment No. 4 Services	\$89,300.00	703