

Robert Johnston

From: Gene McCullough
Sent: Thursday, August 29, 2024 9:40 AM
To: Robert Johnston; Amy Jones
Subject: FW: City of Clinton, Chlorine Building - Amendment 2A/B
Attachments: Amendment to Professional Services Agreement_Clinton_v2.0.pdf

Thanks,
gene

"The problem with quotes on the Internet is that you can't be sure they're true" - Abraham Lincoln, 1950

From: Cuellar, Michelle <mcuellar@burnsmcd.com>
Sent: Monday, August 26, 2024 9:03 AM
To: Gene McCullough <Gene.McCullough@clintonok.gov>
Cc: Slotterback, Andrew <aslotterback@burnsmcd.com>
Subject: City of Clinton, Chlorine Building - Amendment 2A/B

Hi Gene,

Attached is the amendment we reviewed Thursday for the Chlorine Building project. Please let me know if you have any questions.

Thanks,

Michelle Cuellar \ Burns & McDonnell
Senior Project Engineer, Water Group
M 918-781-9709
mcuellar@burnsmcd.com \ burnsmcd.com
615 N. Hudson, Suite 200, Oklahoma City, OK 73102



**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-OWNER AGREEMENT**

AMENDMENT No. 2A/B

Date: August 22, 2024

THIS AMENDMENT modifies the Agreement dated November 1, 2022 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called ENGINEER), and City of Clinton, OK (hereinafter called OWNER). For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:
 - *Additional services for submittal reviews and approvals. The basis for the scope of services include 110 submittals at 2 hour per submittal.*
 - *Additional services for engineering and project management Requests For Information ("RFIs"). The basis for the scope of services include 115 RFIs at 2 hour per RFI.*
 - *Additional services for project management and progress meetings (virtual and on-site).*
 - *Additional services for site visits. The basis for the scope of services include 25 total personnel day time site visits and 6 overnight site visits.*
 - *Additional services associated with punchlist items and conforming documents.*

2. The following adjustments are made to the ENGINEER's compensation:
 - *For the additional services as listed above, an increase in the total not-to-exceed amount of Three Hundred and Five Thousand Five Hundred Twenty-Two Dollars (\$305,522.00).*
 - *Original Task Order not-to-exceed fee: \$315,450.00*
Amendment 1: \$69,933.00
Amendment 2A-IFC Documents: \$31,172.00
Amendment 2B-Construction Support: \$274,350.00
Total Compensation: \$690,905.00

3. The time for completion of ENGINEER's Services is adjusted as follows:
 - *October 31, 2025 (Construction Completion estimated to be Sept. 12, 2025 by WMCI and receipt of As-Constructed Drawings by Sept. 12, 2025)*

4. Other changes to the Agreement, if any, are stated below:
 - *None*

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

OWNER: City of Clinton, Oklahoma

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By:  _____

Name: _____

Name: Andrew Slotterback, P.E.

Title: _____

Title: Oklahoma Water Manager