

Amendment #1

AMENDMENT TO  
PRAIRIE CREEK WASTEWATER TREATMENT PLANT  
II AERATION BASIN EXPANSION  
PRECONSTRUCTION AND CONSTRUCTION PHASE  
SERVICES

The Professional Services Agreement between OCMI, Inc., and the City of Lewisville signed on April 1, 2024, in the amount of \$908,062.00 is being amended, as described in Attachment A, attached hereto.

The original contract amount was a total not to exceed amount of \$908,062.00, as described in Attachment B, attached hereto. Amendment #1 includes a reduction of \$105,874.00 due to a miscalculation on the original project fee schedule. There is no change to the project scope in this amendment. The reduction will result in a total not to exceed amount of \$802,188.00 as needed for the Prairie Creek Wastewater Treatment Plant II Aeration Basin Expansion Preconstruction and Construction Phase Services Project.

Both parties agree that there will be no changes in the terms of the contract other than the contract amount.

CITY OF LEWISVILLE

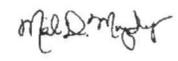
By:   
Claire Powell, City Manager

Date: 7/24/2024

CITY OF LEWISVILLE

151 West Church Street  
Lewisville, Texas 75057

OCMI, Inc.

By:   
Neil Murphy, President

Date: 7/19/24

OCMI, Inc.

8851 Research Dr.  
Irvine, CA 92618



2100 N. Greenville Ave.  
Suite 1150  
Richardson, TX 75082

469.431.0571 t  
ocmi.com

15 February 2024

Kelly Rouse & Roshan Chaudhary  
Assistant Director of Public Services, City of Lewisville  
1100 N. Kealy, Suite D  
Lewisville, TX 75057

Regarding: Prairie Creek WWTP Aeration Basin Expansion  
Pre-Construction and Construction Period Services

Mr. Rouse and Mr. Chaudhary:

Thank you for requesting a scope of work from OCMI to support the City of Lewisville's Prairie Creek Waste Water Treatment Plant (PCWWTP) Aeration Basin expansion project. The following scope of services represents a number of options available to the City by way of OCMI's Cost Management and Project Controls contract with the city. As previously discussed on our project review call on 03 MAY 2023, these scope items have been organized into different task orders spanning procurement pre-construction, and construction period services.

#### **OCMI's Responsibilities**

OCMI proposes to be the Owner's technical project representative, providing project management services to the City of Lewisville. We propose one part-time senior level Construction Manager/Project Manager (CM/PM) to carry out the owner representation services with periodic supplemental office staff assistance for cost and schedule services discussed herein.

#### **Roles & Responsibilities**

Below is a brief outline of the primary roles and responsibilities of the various professional disciplines called out in our fee proposal.

Project Executive: Primary Executive with overall responsibility for the contract and services being provided by OCMI. Project Executive will provide regular input and remain informed of project progress throughout the project. When necessary, Project Executive will be available to provide expertise to the project team and ensure resource allocation is prioritized for this project.

Contract Manager: Day-to-day point of contact for the City of Lewisville and OCMI project team. The Contract Manager will be the primary contact for City of Lewisville and be responsible for supporting OCMI team member onboarding, coordination, and support. Invoicing and contract actions will be primarily coordinated and completed by the Contract Manager.



2100 N. Greenville Ave.  
Suite 1150  
Richardson, TX 75082

469.431.0571 t  
ocmi.com

Construction Manager / Project Manager: The CM/PM will be the lead technical project support personnel for the PCWWTP project during the pre-construction (pre-con) and construction phase. They will be engaged throughout pre-con to support the City in project setup, coordination of project team members, submittal & deliverable tracking, and GMP negotiation. During construction, the CM/PM will continue on and lead overall management and coordination of the project team in support of the City. They will be on-site at the PCWWTP three (3) days per week (on average) observing progress, coordinating inspections, and reporting back to the City. Additional responsibilities will include RFI & submittal coordination, budget monitoring and reporting, OAC meeting leadership, change order management, and pay application review management.

Cost Estimating Manager / Senior Cost Estimator / Estimator: The cost management roles outlined represent OCMI's team of cost estimators and managers. These personnel will lead development of an independent cost estimate at one or more design milestones, which will in turn be used to support GMP negotiations with the CMAR. During construction, OCMI cost management personnel will support change order proposal review and negotiation to ensure fair and reasonable pricing is being received by the city.

Senior Scheduler: OCMI's Senior Schedulers will work closely with the CM/PM and have primary responsibility for the review of the CMAR's baseline schedule for reliability and compliance with the contract/specification requirements. During construction, the Senior Schedulers will review CMAR-provided schedule updates for accuracy, fidelity, and contract compliance as part of the pay application review process. As needed, the Senior Schedulers will provide time impact analysis related to potential change orders to ensure that any change orders for time are validated or refuted as appropriate.

#### **Limits of Authority**

We anticipate that during construction period services, OCMI's CM/PM would have authority to draft project administration correspondence for distribution amongst City of Lewisville, the design team, CMAR, inspectors, and testing laboratories. OCMI's CM/PM would not have signatory authority, nor the authority to enter into any contracts, monetary obligations, or to make changes to any of the contracts or agreements on behalf of the city.

#### **Description of Services by Phase and Activity**

##### **I. Pre-Construction Phase**

- a. GMP Validation – The OCMI cost team will develop an independent an independent cost estimate to be used for comparative review of the CMAR's GMP proposal to validate costs and assumptions. This process will include review of with the CMAR to derive a complete GMP which fully covers scope at an



2100 N. Greenville Ave.  
Suite 1150  
Richardson, TX 75082

469.431.0571 t  
ocmi.com

appropriate value for the City.

- b. Pre-Construction Coordination – OCMI will review and advise on pre-construction documentation generated by the CMAR including logistics plans, preliminary schedules, and procurement submittals.

## II. Construction Period Services

- a. Master Project Schedule – OCMI will review current planned logistics and phasing approaches for the project and develop a master project for use in coordinating all project team members including design, construction, agency, phasing, third party testing & regulatory reviews.
- b. Construction Schedule Management – Review and monitor overall project and construction schedules.
  - i. OCMI's scheduler will review, analyze, and comment on the CMAR's baseline constructions scheduling, including procurement activities, submittals, phasing long lead items, contract milestones, schedule logic and durations. A full schedule report and narrative will be provided and include graphical illustrations and tabular reports. A series of project health checks to analyze float, critical paths, overall risk & resiliency, trade stacking use of non-industry standard techniques, and other pertinent indicators will also be included.
  - ii. OCMI's schedule will review the contractor's monthly schedule updates for accuracy, feasibility, delay risks, and contractual compliance.
- c. Budget Monitoring – Monitor overall budget and advise City of Lewisville of any trends that might affect cost effective project completion.
  - i. OCMI's project manager will review and comment on change orders submitted by the CMAR and consultants. If needed, OCMI's project manager will work with OCMI's in-house cost estimators and the design team to produce comparison studies or estimates to evaluate change orders.
- d. Meetings – OCMI's PM will attend weekly and special construction meetings to evaluate progress, quality, budget, and other items for which action may be needed. Weekly meeting to be run by OCMI PM, pending City of Lewisville's preference.
- e. RFI & Submittals – OCMI will create and maintain RFI & Submittal logs. OCMI PM will direct RFIs and submittals as appropriate to owner and design team RFIs and ensure timely addressment. Document control system will be developed in accordance with City of Lewisville's preferred system(s) and software(s) and/or preferred process.



2100 N. Greenville Ave.  
Suite 1150  
Richardson, TX 75082

469.431.0571 t  
ocmi.com

- f. Change Orders – OCMI’s PM will evaluate and make recommendations to the City of Lewisville regarding proposed contract changes and resolution of all claims. As directed by City of Lewisville, OCMI will participate in or conduct negotiations to resolve claims or disputes.
- g. Pay Applications – OCMI PM will coordinate the CMAR pay application process and review pencil copy each month, providing recommendation and comments to City of Lewisville for approval or rejection.
- h. Coordination – OCMI PM will coordinate final acceptance, inspection, commissioning, testing & balancing, and scheduling of preliminary and final system start-ups. This includes monitoring completion and turnover of operations and maintenance data as well as record drawings (as-builts).
- i. Closeout – OCMI PM will complete and transmit the Project Closeout Checklist to the City of Lewisville.

### **III. As Needed Inspector**

- a. Field Inspection – OCMI can provide, at the City’s discretion, field inspections of work in progress and work complete as additional due diligence. This effort includes:
  - i. Provision of an as-needed Inspector with specific WWTP construction and operation expertise.
  - ii. Lead Inspector will also inspect overall construction work in-progress for conformance with contract documents and specifications.
  - iii. The Lead Inspector will submit Daily Reports for each day on site, documenting site condition observations, potential risk items, and items of non-compliance.

*(see next page for fee proposal)*



2100 N. Greenville Ave.  
Suite 1150  
Richardson, TX 75082

469.431.0571 t  
ocmi.com

**FEE PROPOSAL – Base Services**

SOW Item #	I. Pre-Construction Services	Weeks	Hours Per	Total Hours	Rate	Subtotal
	I.a. Independent Estimate, Reconciliation					
	Construction Manager/Project Manager	1	8	8	\$ 167.00	\$ 1,336.00
	Project Executive	1	12	12	\$ 235.00	\$ 2,820.00
	Contract Manager	1	2	2	\$ 192.00	\$ 384.00
	Cost Estimating Manager	1	20	20	\$ 192.00	\$ 3,840.00
	Senior Cost Estimator	2	36	72	\$ 182.00	\$ 13,104.00
	Cost Estimator	2	60	120	\$ 152.00	\$ 18,240.00
					<b>Subtotal</b>	<b>\$ 39,724.00</b>
	I.b. Pre-Construction Coordination					
	Construction Manager/Project Manager	36	8	288	\$ 167.00	\$ 48,096.00
	Project Executive	36	0.5	18	\$ 235.00	\$ 4,230.00
	Contract Manager	36	2	72	\$ 192.00	\$ 13,824.00
					<b>Subtotal</b>	<b>\$ 66,150.00</b>
<b>Pre-Construction Services, Total</b>						<b>\$ 105,874.00</b>
SOW Item #	II. Construction Period Services	Weeks	Hours Per	Total Hours	Rate	Subtotal
	II.a. Master Project Schedule					
	Senior Scheduler	1	40	40	\$ 182.00	\$ 7,280.00
	Construction Manager/Project Manager	1	4	4	\$ 167.00	\$ 668.00
	Project Executive	1	4	4	\$ 235.00	\$ 940.00
	Contract Manager	1	1	1	\$ 192.00	\$ 192.00
					<b>Subtotal</b>	<b>\$ 9,080.00</b>
	II.b. Construction Schedule Management					
	Senior Scheduler (Baseline Schedule)	1.5	40	60	\$ 182.00	\$ 10,920.00
	Senior Scheduler (Monthly Updates)	72	3	216	\$ 182.00	\$ 39,312.00
					<b>Subtotal</b>	<b>\$ 50,232.00</b>
	II.c - II.i. Full-Time CM/PM					
	Construction Manager/Project Manager	86	40	3440	\$ 167.00	\$ 574,480.00
	Senior Cost Estimator	86	1	86	\$ 182.00	\$ 15,652.00
	Contract Manager	86	1	86	\$ 192.00	\$ 16,512.00
	Project Executive	86	0.5	43	\$ 235.00	\$ 10,105.00
					<b>Subtotal</b>	<b>\$ 616,749.00</b>
<b>Construction Period Services, Total</b>						<b>\$ 676,061.00</b>



2100 N. Greenville Ave.  
Suite 1150  
Richardson, TX 75082

469.431.0571 t  
ocmi.com

SOW Item #	III. Inspection Services	Weeks	Hours Per	Total Hours	Rate	Subtotal
	III.a. Part-Time Inspector Inspector & WWTP SME	43	3	129	\$ 157.00	\$ 20,253.00
<b>Inspection Services, Total</b>						<b>\$ 20,253.00</b>

**ASSUMPTIONS:**

1. GMP Reconciliation: we assume the GMP will be developed by the CMAR and reconciled with OCMI at either the Design Development (60%) or Construction Documents (90%) design phase.
2. Construction Period Services assumes support through provision of closeout documentation.
3. Construction Period Services fee proposal is based on an estimated construction duration of 20 months at 4.3 weeks per month. Should total baseline construction duration differ, OCMI's fee would be modified accordingly.
4. Assumes provisions for on-site office and work station accommodations, including internet access, will be provided by City or CMAR.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Veater', is written over a light grey rectangular background.

Kyle Veater  
Vice President  
kveater@ocmi.com  
469.431.0571