

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN CITY OF LAWTON  
AND ENGINEER FOR PROFESSIONAL SERVICES – PROJECT NO. EN2106**

**PROVIDE ADDITIONAL CONSTRUCTION MANAGMENT AND BRIDGE  
PAINTING INSPECTIONS SERVICES**

This Amendment No. 2 is an agreement made as of the 14th day of January in the year two-thousand and twenty-five by and between the City of Lawton, Oklahoma, a Municipal Corporation, hereinafter referred to as “Owner” and H.W. Lochner, Inc, hereinafter referred to as “Engineer” amending the original agreement for the professional services dated August 11, 2022, for the

Project No. EN2106 Design for  
SW 11<sup>th</sup> Street Bridge Replacements (M94-2 & M94-3) over Wolf Creek & Overflow  
And  
Cache Road Bridge Rehabilitations (M09-2 & M09-1), Eastbound & Westbound over  
Wolf Creek  
And  
NE29th Street Bridge Replacement (MI4-4) over Tributary to Wrattan Creek  
between the said parties.

The OWNER now intends to include the services for additional construction management and bridge painting inspection services on Project EN2112 for Cache Road Bridge Rehabilitations (M09-2 & M09-1), Eastbound & Westbound over Wolf Creek.

Now, therefore, that in consideration of the covenants, agreements, and representations hereinafter set forth, it is mutually agreed by the parties hereto that the agreement entered into by the parties on August 11, 2022, Exhibit “G” of Agreement is amended as follows:

The format for compensation shall be:

Additional Construction Management ..... Hourly Not to Exceed  
Bridge Painting Inspection..... Hourly Not to Exceed

The proposed fee schedule for these services is as follows:

Additional Construction Management .....	\$26,500.00
Bridge Painting Inspection.....	\$96,700.00
Amendment No. 2 Sub-Total Fee .....	\$123,200.00
Original Contract Total Fee .....	\$618,503.00
Amendment No. 1 .....	\$ 14,931.12
Amendment No. 2 .....	\$123,200.00
Proposed Contract Total Fee.....	\$756,634.12

**IN WITNESS WHEREOF**, Owner and Engineer have executed this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

H.W. Lochner, Inc.  
Engineer



\_\_\_\_\_  
Troy Travis, Vice President

Attest:

\_\_\_\_\_  
Title \_\_\_\_\_  
(AFFIX SEAL)

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Stan Booker, Mayor

Attest:

\_\_\_\_\_  
Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
City Attorney

I, Rebecca Johnson, Interim Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount of this encumbrance (\$ \_\_\_\_\_) against the appropriated Account No.( \_\_\_\_\_) and after charging this encumbrance in the amount of \$ \_\_\_\_\_, there is an unencumbered balance in said appropriated account of \$ \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Rebecca Johnson, Interim Finance Director

## CONSTRUCTION MANAGEMENT REQUEST FOR TASK ORDER APPROVAL

Submitted To:
City of Lawton City Engineer Office 2202 SW 3rd Street Lawton, OK 73501 Phone: (580) 581-3385 Fax: (580) 581-3366

Submitted by:	
Provider Name	Lochner
Address	6301 Waterford Blvd #310
City, State, Zip Code	Oklahoma City, OK 73118
Phone	(405) 748-6651
E-Mail Address	<a href="mailto:ttravis@hwlochner.com">ttravis@hwlochner.com</a>
FEI #	36-2338811

Engineering Contract Number	<b>Engineering Agreement EN2106 - August 11, 2022</b>
Task Order Number	<b>Amendment #2</b>
Project Number	City of Lawton Proj # EN2106 & EN2112
Job Piece Number	N/A
County	Comanche

### SCOPE OF WORK

Project Description: EN2106 & EN2112 Cache Road Bridge Rehabilitations (M09-2 & M09-1), Eastbound & Westbound over Wolf Creek

Services - Lochner will provide Construction Management Services, including engineering oversight and construction inspection, in collaboration with the City's inspection team and associated subcontracted services. Additionally, Lochner will support the management of Coating Quality Assurance Observation services performed by KTA-Tator, as outlined in Amendment 2.



**KEY PERSONNEL**

**Engineering Contract #**

Engineering Agreement EN2106 - August 11, 2022

**Task Order #**

Amendment #2

**Resident Engineer**

**Project Manager**

**Inspector**

**Lab Manager**

**Auditor**

Troy Travis  
Doug Wright

**SCHEDULED DELIVERY DATE:**

90 days after construction project completion date.

**FEE PROPOSAL**

Engineering Contract # Engineering Agreement EN2106 - August 11, 2022

Task Order # \_\_\_\_\_ Amendment #2 \_\_\_\_\_

**Project Time Estimates**

Construction Contract Time \_\_\_\_\_ 180 Days

Complete by Date \_\_\_\_\_

Estimated Start Date \_\_\_\_\_

Estimated Site Visits \_\_\_\_\_ 8

**Project Labor**

<u>Classification</u>	<u>Hours Per Site Visit</u>	<u>Hours Pre-Construction</u>	<u>Hours Post-Construction</u>	<u>Total Hours</u>
Resident Engineer	10	0	16	96
Project Manager	0	0	0	0
Inspector	0	0	0	0
Inspector OT	0	0	0	0
Auditor	0	0	0	0
Administration	0	0	0	0

N/A	Weeks	Days per Week	Number of Trips for Duration of Project	Miles per Trip	Miles during Project	Miles on Site Per Day	Total Miles	*\$ per Mile	\$
Resident Engineer	26	1	8	182	1456	1	1464	0.670	\$ 980.88
Project Manager	26	0	0	182	0	1	0	0.670	\$ -
Inspector	26	0	0	182	0	1	0	0.670	\$ -
								<b>Total</b>	<b>\$ 980.88</b>

Lochner mileage is based on a round trip to the project from Oklahoma City offices.



October 16, 2024

Email: [ttravis@hwlochner.com](mailto:ttravis@hwlochner.com)

Mr. Troy Travis PE  
Project Manager  
Lochner  
601 Waterford Blvd. Suite 310  
Oklahoma City, OK 73118

**SUBJECT: Coatings Quality Assurance Observation Services  
Rehabilitation of Cache Road over Wolf Creek Bridge in Lawton, Oklahoma  
KTA-Tator, Inc. Proposal Number PN2301126.R1**

Dear Mr. Travis:

Based upon our your email dated October 11, 2024, KTA-Tator, Inc. (KTA) understands that Lochner requires third-party quality assurance (QA) services during the painting of the Cache Road over Wolf Creek bridges (twin structure) in Lawton, Oklahoma. KTA's independent QA services will support your objective to mitigate the risks of premature corrosion and deficient coating performance because long-term performance of a coating system can be compromised if deviations from the specification occur.

## QUALIFICATIONS AND EXPERIENCE

KTA is a consulting engineering company founded in 1949. Since 1961, KTA has provided a broad range of on-the-job coatings observation services, to verify that surface preparation, and coating and lining application are performed in accordance with governing specifications. Because of its in-house orientation and on-going mentoring programs, KTA has the most AMPP (The Association for Materials Protection and Performance) trained and certified field staff in the industry. KTA technicians and specialists have extensive experience in both fabrication shops and the field. Most importantly, they have access to KTA's industry-leading coatings laboratory and consulting professionals. **This single-source, full-service technical support of field staff is unique in the coatings industry and can help to solve customer problems.** KTA is among the foremost authorities in this field and was the first company to be recognized under the AMPP/SSPC QP 5 accreditation program for coatings and linings inspection companies. More detailed qualification and experience information is available upon request.



KTA-Tator, Inc.

145 Enterprise Drive  
Pittsburgh, PA 15275

412-788-1300  
[www.kta.com](http://www.kta.com)

Local Offices: Connecticut, Florida, New York, Ohio, Texas





## SCOPE OF SERVICES

KTA understands the value of a quality project, finished on-time and on-budget. The central element of KTA's approach to coatings projects such as those described above is the use of a highly trained inspector to provide QA observations of the painting process to provide more confidence that the contractor's work and quality control (QC) efforts conform with the painting specification, thus minimizing the need for rework.

It should be noted that KTA's scope of services is not intended to replace the responsibilities of the contractor for providing QC of each phase of the construction process. Rather, KTA's QA services provide verification that the contractor's QC practices are adequate to achieve the desired final product as defined in the painting specification. KTA's approach does not duplicate contractor QC functions. It provides an audit-like-function documenting the contractor's control of the key stages of the surface preparation and coating process.

This is accomplished through:

- review of QC documentation.
- daily and periodic visual and confirmatory testing.
- duplicate spot checks of critical coating observation hold-points.

Note that the Contractor is solely responsible for making all necessary exhaustive or continuous, in-process inspections to ensure the quality of the work.

KTA requires a copy of the specification and contractor material submittals (e.g., product data and safety data sheets for the intended coating systems) prior to start-up of project operations. Tasks 1 and 2 identified below cannot be completed efficiently without receipt of these items by KTA in advance of mobilization to the job site.

The services available through KTA have been tailored to meet Lochner's needs based upon our discussion and the information you provided to KTA. The specific scope of services proposed for the subject project is outlined below.

### **Task 1: Pre-Job Project Set-Up**

#### *Task 1.1*

Observation of the construction process starts with an initial review of the project specification by a KTA Project Manager, and if provided, a review of the contractor's coatings submittals (i.e., product data and



safety data sheets) to verify conformance with the criteria of the painting specification. This pre-job review allows KTA to identify discrepancies between the specification and data sheets and to determine the evaluations and equipment necessary to perform the QA observations. KTA will review the proposed QA criteria with Lochner and modify the KTA scope of services and the daily report as appropriate.

### *Task 1.2*

The Project Manager discusses roles, responsibilities, and project reporting structure with the selected field staff, and familiarizes field staff with the requirements of the project specification and associated contractor submittals (if provided).

## **Task 2: QA Observations of Surface Preparation and Coatings Application**

KTA's QA services during the construction process focus on verifying that the programs agreed upon at the beginning of the project are maintained by the Contractor throughout the construction phase and that the quality control processes implemented by the Contractor meet the requirements of the specification.

### *Task 2.1*

The field staff assigned to the project should be onsite full-time during all periods of active surface preparation or coating application. Under these circumstances, specific duties include:

- Confirmation of the contractor's QC processes through review of QC documentation, observations, and duplicate spot testing on key hold-points.
- Performing hold-point QA observations of surface preparation and coating application per the specification.
- Completing Daily Reports (DRs) documenting measurements and observations made during the shift, based upon the specification.
- Verbally reporting deviations and non-conformances with the project specification in a timely manner to the Contractor, Lochner, and KTA's Project Manager.
- If a deviation or non-conformance is identified, DRs will be submitted to the Contractor so that non-conforming items are documented for the Contractor's QC and supervisory representative's implementation of corrective action, and to Lochner and KTA's Project Manager so that corrective action and project status can be monitored. KTA relies on Lochner to accept or reject deviations or non-conformances and to accept or reject proposed Contractor corrective action.





### Task 2.2

KTA's Project Manager or designee independently reviews the DRs prepared by the field staff and compares the results to the requirements of the specification. The approved DRs are submitted to Lochner after review. The KTA Project Manager or designee verifies that deviations or non-conformances identified by the field staff were documented and brought to the attention of the Contractor's QC and supervisory representative(s) and Lochner, and assists in resolution as needed.

## PROJECT STAFFING

Based upon KTA's understanding of the scope of services to be performed on this project as well as the conditions and estimated contract duration, it is assumed that one inspector should be able to provide the field services outlined above. If actual conditions such as the number of crews, locations or structures being worked on concurrently vary, or the daily work schedule is extended by the Contractor, additional field staff may be necessary to provide the level of services outlined in this proposal. If additional resources are necessary, KTA has a pool of more than 75 trained and qualified field staff to draw upon to meet unforeseen project needs. The qualifications of the type of staff likely to participate in this project are described below. Resumes for specific individuals to be assigned to the project are available upon request.

Typically, KTA project managers have 10 or more years of industry-related experience in project management, construction, engineering, industrial paint contracting or consulting. Generally, they have AMPP certifications (formerly NACE and SSPC), and broad knowledge of surface preparation, coating application, inspection processes and instrumentation, and industrial coatings contracting practices.

KTA field staff is qualified in accordance with the AMPP/SSPC QP 5 accreditation program ("Standard Procedure for Evaluating Qualification of Coating and Lining Inspection Companies"). In addition, the KTA field staff is trained in accordance with the AMPP Coating Inspector Program (Basic, Certified, Senior Certified).

It is understood that Lochner requires that the inspector be certified as an AMPP Senior Certified Coatings Inspector.

## PROJECT COST AND SCHEDULE

KTA works on a Time and Materials basis for third-party QA field assignments. KTA's requirements for field assignments are provided in *APPENDIX A*. A preliminary budget estimate based upon KTA's current understanding of project requirements is outlined in the attached *APPENDIX B*. Lochner will be invoiced for actual services rendered, in accordance with the attached KTA Standard Terms and



Conditions. KTA is prepared to initiate services upon receipt of an executed copy of the attached Authorization to Proceed form. In accordance with our Terms and Conditions, KTA reserves the right to revise any proposal not authorized and/or work not initiated within 90 days from the date shown on the title page. **If authorizing work through a purchase order or contract (rather than the referenced authorization to proceed), please reference the KTA proposal number in the authorizing document.**

While KTA will do its best to accommodate the project schedule, a minimum of 5 days' notification prior to the start of on-site activities is requested to provide adequate time to mobilize the project staff and initiate the pre-job scope of service tasks. Based upon KTA's understanding of the project schedule, KTA agrees to provide the required level of field staff. However, should the project schedule change it may be necessary to incur additional mobilization charges as the staff envisioned for this assignment may no longer be available.

Should initiation of services/mobilization of a KTA professional be requested prior to KTA's receipt (and opportunity to review) of any forthcoming Client contract documents (i.e., PO terms, Subconsultant Agreement, etc.), we will only commence services with the understanding that KTA's Standard Terms and Conditions are engaged unless and until mutual negotiation of Client terms has been reached.

We hope you find this proposal responsive to your needs. We appreciate your careful consideration of this proposal and look forward to a positive evaluation. I will contact you in a few days to confirm receipt of this proposal and answer any of your questions. However, feel free to contact me immediately at 727-453-9007 or [g-richards@kta.com](mailto:g-richards@kta.com) if you have any urgent needs or require additional information. You may also contact Coatings Group Manager Kimmer Cline at 412-746-4254 or [kcline@kta.com](mailto:kcline@kta.com).

Sincerely,

**KTA-TATOR, INC.**

Greg Richards  
SE Area Manager

GRR/DAO/km

*Attachments:*

- Authorization to Proceed
- Appendix A – Requirements for On-site Conditions
- Appendix B – Budget Estimate
- KTA-Tator, Inc. Standard Terms and Conditions



## AUTHORIZATION TO PROCEED

Lochner hereby authorizes KTA-Tator, Inc. to proceed with the scope of services defined in KTA-Tator, Inc. Proposal Number PN2301126.R1 dated October 16, 2024, relating to QA observation services for the rehabilitation of the Cache Road over Wolf Creek Bridge in Lawton, Oklahoma.

Lochner agrees that this work will be performed, and payment will be provided for such services in accordance with the Terms and Conditions included as a part of the proposal. Signature below acknowledges that KTA-Tator, Inc.'s proposal is the offer and signature below is acceptance of that proposal, resulting in complete formation of the contract. Should Lochner desire to negotiate variations from the offered Terms and Conditions, such negotiation must be completed in advance of KTA-Tator, Inc.'s performance of the scope of services. No counteroffer will be subsequently entertained after work has been initiated.

-----  
Signature

-----  
Print Name

-----  
Title

-----  
Date

**Greg Richards**

**Fax Number: 412-788-1306**

**Email: grichards@kta.com**



**KTA-Tator, Inc.**

**145 Enterprise Drive  
Pittsburgh, PA 15275**

**412-788-1300  
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**Local Offices: Connecticut, Florida, New York, Ohio, Texas**





## APPENDIX A

### REQUIREMENTS FOR ON-SITE CONDITIONS

Unless waived in writing by KTA as part of Lochner's contract or negotiation, the following conditions apply to any field assignments provided by KTA.

#### **Mobilization/Demobilization**

1. For assignments outside of the daily commuting range, KTA will invoice mobilization/demobilization costs.
2. A minimum of 1 mobilization/demobilization charge is applicable to every project.
3. Additional mobilization/demobilization costs for periodic home visits may apply to long-term assignments (as outlined in the proposal or negotiated in writing) or at Lochner's request due to shutdowns or delays beyond KTA's control.
4. Mobilization/demobilization costs include travel time (at applicable hourly rate), travel costs (e.g., mileage for personal vehicles at IRS allowable rates, air, or train travel, etc.), tolls and parking, and food and lodging (per published federal rates).
5. Mobilization/demobilization costs may be invoiced as a lump sum fee or on a time and materials basis as identified in KTA's proposal.

#### **Labor Fees for Site/Field Services**

1. KTA's work week commences on Mondays at 12:01 a.m.
2. Unless specifically identified in the proposal or contract as local work (i.e., within the daily commuting range) or as short-term, part-time, or call-out work, a full work week of 40 hours will be invoiced for each scheduled work week even if less than 40 hours are worked, as the inspector cannot be otherwise profitably employed while at the site. Examples of just causes for invoicing 40 hours of work include inclement weather, labor disputes, contractor/fabricator work stoppages, and other events or incidents beyond the control of KTA. Alternatively, if work stoppages appear to be lengthy, the inspector can be demobilized/mobilized at Lochner's expense (as outlined above) and idle time will not be charged.
3. Partial Weeks (at the beginning or end of the project, or for shutdowns) – A minimum number of hours will be invoiced even if less time is worked, as the inspector cannot be profitably employed while at the inspection site. Minimum hours invoiced for partial weeks will be calculated by multiplying the number of workdays (Monday to Friday) by eight (i.e., if a job begins on Wednesday, the minimum billing will be 24 hours, 3 days x 8 hours). See Item "2" above for just causes of possible delays and a cost-saving alternative.
4. As part of the scope of services, pre-job preparation, professional or project manager time will be invoiced at the applicable hourly rate.
5. Overtime is charged for work exceeding 40 hours per week Monday through Sunday. Double Time



will be charged if stipulated in the proposal and/or determined by jurisdiction/state law.

### **Expenses**

Daily Living Expenses and subcontracted or purchased services will be invoiced at cost plus a 10% markup.

1. Mobilization/Demobilization (see mob/demob section above).
2. Daily living expenses include but are not limited to the following:
  - a. Expressed package delivery
  - b. Lodging
  - c. Meals per published federal government rates
  - d. Car rental and gasoline or personal/company vehicle mileage reimbursement at the IRS allowable rate
  - e. Tolls and parking
  - f. Miscellaneous costs incidental to the work performed
3. Subcontracted or purchased services used to fulfill the Scope of Services.
4. Daily expenses remain in effect over weekends and holidays even if not worked.
5. By mutual written agreement or outlined in a proposal, a flat daily per diem may be invoiced in lieu of the above items.
6. For long-term projects, a flat monthly rate for living expenses may be invoiced in lieu of Item 2 (Daily Living Expenses) as provided in the proposal or negotiated in writing. The specific amount depends upon the housing costs in the area. If a flat monthly rate is used, all non-refundable deposits and costs associated with relocation will also be invoiced.

### **Equipment**

KTA inspectors are equipped with standard inspection equipment necessary to perform most projects. However, KTA will be reimbursed for consumable equipment (e.g., Testex tape, soluble salt testing, etc.), specialized equipment required for the project, and/or any special services needed (e.g., equipment calibration to specific standards such as ISO 17025). Lochner will be invoiced in accordance with the proposal or mutually agreed upon rates.

### **Safety**

During its scope of services and pursuant to OSHA's multiple-employer worksite policy, KTA is seldom the employer responsible for creating, controlling, or correcting any potential safety or health hazards at the job site, nor is KTA responsible for the means, methods, techniques, or sequencing of construction, or site safety. KTA relies on the safety and health programs and procedures of the controlling employer. Unless otherwise specified, KTA relies on the controlling employer to provide safe and healthful access to work areas (i.e., ladders, aerial lifts and their operation, etc.) and an escort





as needed. KTA will not be providing environmental or worker safety observations of Contractor personnel during this project. KTA personnel will only confirm the suitability of the access provided for KTA employees necessary to safely perform its scope of services in all work areas. If entry into confined spaces is required, it must be managed and verified by the controlling employer in accordance with OSHA 29 CFR 1926 Subpart AA.

In any case where the KTA representative on-site determines that safe access has not been provided, the work area will not be accessed. Should this result in a delay, cancellation and/or rescheduling of the site visit, Lochner will be invoiced labor hours and travel expenses incurred during such downtime.

KTA provides construction hazard awareness training to its field personnel and equips them with the personal protective equipment routinely necessary to safely perform their tasks based on expected or known hazards. In addition, applicable field personnel and inspection staff are trained as “Authorized Entrants” as defined in OSHA’s confined space standard. KTA will invoice for any additional safety equipment or apparel, training, rigging, testing, or other special items required by Lochner or the Controlling Employer.

Lochner acknowledges that KTA is performing professional services for Lochner and KTA is not and shall not be required to become an “arranger,” “operator,” “generator” or “transporter” of hazardous substances, as defined by RCRA or CERCLA.

### **Work Performed by the Contractor/Fabricator**

KTA will neither have control over, nor charge of, and accepts no responsibility for the means, methods techniques, sequences and procedures of construction, safety precautions and programs, or implementation of corrective actions in connection with the work. The Contractor remains solely responsible to supervise, direct and control all aspects of the work. Further, KTA accepts no responsibility or obligation under the contractual warranty to the Owner for the work. KTA’s Scope of Services is strictly limited to observation, documenting, and reporting of specified items to Lochner.





APPENDIX B
KTA-TATOR, INC. BUDGET ESTIMATE

Coatings Quality Assurance Observation Services

The cost to provide a QA Coatings Inspector is \$93.00 per hour. All overtime will be worked when authorized and invoiced at \$126.00 per hour.

A budget estimate for services is provided below for budgeting purposes only. KTA will invoice for actual services rendered and expenses incurred according to the rates quoted and the attached Standard Terms and Conditions.

Budget estimate is based on 1 mobilization/demobilization, a project duration of 12 weeks, working 6 days each week, 10 hours per day, and includes miscellaneous inspection equipment.

Table with 5 columns: Job Description, Rate, Unit, Quantity, Total. Rows include Lump Sum Mobilization and Demobilization Cost, Weekly Estimate for Coatings QA Observation Services (Inspector, Project Manager, Per Diem, Mileage, 10% mark-up), Estimated Weekly Total, and Estimated Coatings QA Observation Services Fee for 12-week Assignment.

If authorizing work through a purchase order or contract, please reference the KTA proposal number in the authorizing document.