

AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 12TH day of SEPTEMBER, 2023 by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", Johnson and Associates, LLC, herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on July 17, 2018 as follows:

Project Nos. WM-0261 and SM-0156
Water Meter Vault Replacement Program; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to replacement of large commercial water meters; and

WHEREAS, subsequent to the execution of the original contract, the Trust was notified that the Engineer converted their business from a corporation to an LLC, therefore, it was necessary to complete a contract assignment; and

WHEREAS, due to multiple utility conflicts discovered during construction at Site 1, it was determined to be in the best interest of the Trust to direct the Engineer to provide alternate utility locations for the vault meter, and redesign the vault to conform to the new location; and

WHEREAS, the most suitable option for the relocation required a more extensive utility location effort and required pavement repairs after the investigation, if the site was not chosen; and

WHEREAS, therefore, it was necessary to increase Exhibit E – Additional Services to compensate the Engineer for those services, in the event pavement repairs are needed; and

WHEREAS, the work above was authorized under the auspices of Assignment and Amendment No. 1; and

WHEREAS, subsequent to the execution of the original contract as previously amended, it has been determined that additional utility exploration, survey, and re-design services are necessary at Site 3 (Eastern Avenue) to provide a meter to serve the City of Moore; and

WHEREAS, the original contract must be amended to provide for the Engineer's increased scope of work as outlined above and associated fees; and

WHEREAS, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$319,000 for engineering services

For Amendment No. 1:

Not to exceed \$27,250 for engineering services

For Amendment No. 2:

Not to exceed \$22,440 for engineering services

Total Amended Contract:

Not to exceed \$368,690 for all services (an increase of \$22,440); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend **Paragraph 2. Basic Services.** to read as follows:

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 (including **Amendment No. 1** work related to providing location alternatives for the vault meter at Site 1, redesign of the vault to conform to the new location, and increasing Exhibit E – Additional Services to provide for pavement repairs, if needed; and **Amendment No. 2** work related to additional utility exploration, survey, and re-design services for Site 1 (Eastern Avenue) to provide a meter to serve the City of Moore); including Exhibit A, and including but not limited to the following:

II. Amend **Paragraph 5. Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$368,690 (an increase of \$22,440), which includes: for Basic Services an amount not to exceed \$339,690 (an increase of \$22,440) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$29,000 as specifically set forth in Exhibit E, attached hereto and incorporated herein.

III. Amend **EXHIBIT B – COMPENSATION** to read as follows:

EXHIBIT B

COMPENSATION
PROJECT NOS. WM-0261 AND SM-0156
WATER METER VAULT REPLACEMENT PROGRAM

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 \$368,690 (an increase of \$22,440) which includes: for Basic Services an amount not to exceed \$339,690 (an increase of \$22,440), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$29,000, as specifically set forth in Exhibit E.

B.I. Basic Work and Services
PHASE I - \$187,250

Compensation for basic services may not exceed \$187,250, 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:
\$33,800

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

Task 2 an additional amount not to exceed:
\$102,750

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

Task 3 an additional amount not to exceed:
\$8,450

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$33,800

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:

\$8,450

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

B.II. Basic Work and Services
PHASE II - \$152,440 (an increase of \$22,440)

Compensation for basic services may not exceed \$152,440 (an increase of \$22,440), 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:
\$5,000

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

Task 2 an additional amount not to exceed:
\$80,940 (an increase of \$20,940)

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

Task 3 an additional amount not to exceed:
\$6,500

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$53,500 (an increase of \$1,500)

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:
\$6,500

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

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NOS. WM-0261 AND SM-0156
WATER METER VAULT REPLACEMENT PROGRAM

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:

1. Geotechnical investigation and services.
2. Additional detail preparation.
3. Additional work necessary to complete a meter installation.
4. Pavement Repairs \$9,000 – added by Amendment No. 1

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$29,000. 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 General Manager. 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.

[The remainder of this page intentionally left blank.]

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN the Trust and the Engineer that, as assigned and amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 29th day of August, 2023

ATTEST:

JOHNSON AND ASSOCIATES,
LLC

President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 29th day of August, 2023, by Timothy Johnson, as President of Johnson and Associates, LLC.

My Commission Expires/Commission Number.

11-15-2026 / 10009632

COURTNEY CRAWFORD
Notary Public - State of Oklahoma
(Seal) Commission Number 10009632
My Commission Expires Nov 15, 2026

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 12TH day of SEPTEMBER, 2023.

THE OKLAHOMA CITY WATER
UTILITIES TRUST

ATTEST:

Amy K Simpson
Secretary



Chairman

REVIEWED for form and legality.

Patrick Mann
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 26TH day of SEPTEMBER, 2023

ATTEST:

Amy K Simpson
City Clerk



Mayor

David Holt

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/30/2023**PRODUCER**Alexandria Newton
2222 Westpark Dr., Ste A
Norman, OK 73069
(405)573-9837**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****INSURERS AFFORDING COVERAGE****NAIC #****INSURED**Johnson and Associates, LLC
1 E Sheridan Ave Suite 200
Oklahoma City, OK 73104

INSURER A: American National Insurance

INSURER B: Liberty Mutual

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|----------------|--|---------------|-------------------------------------|--------------------------------------|--|
| A | | GENERAL LIABILITY | 3501X0003 | 09/02/2023 | 09/02/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | | AUTOMOBILE LIABILITY | 3501C0001 | 09/02/2023 | 09/02/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | | <input checked="" type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | <input checked="" type="checkbox"/> HIRED AUTOS | | | | |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC AGG \$ |
| | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY | 3501C0001 | 10/17/2022 | 10/17/2023 | EACH OCCURRENCE \$ 9,000,000 |
| | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ 9,000,000 |
| | | | | | | \$ |
| | | DEDUCTIBLE \$ | | | | \$ |
| | | RETENTION \$ | | | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | XWS58042240 | 06/01/2023 | 06/01/2024 | WC STATU-TORY LIMITS OTH-ER \$ 1,000,000 |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | OTHER | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Oklahoma City and it's participating trusts are named additional insureds without reservation or restriction on liabilities policies as required by contract. The coverage listed with American National Insurance has a \$1,000.00 deductible. The City of Oklahoma City Project is WM-0261 and SM-0156. Waivers of subrogation apply on Workers Compensation, General Liability and Auto Liability coverage required by written contract and allowed bt state law.

CERTIFICATE HOLDERThe City of Oklahoma City
The City's Participating Public Trusts
420 West Main Street
Oklahoma City, OK 73102**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Alexandria Newton



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2023

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

| | |
|--|---|
| PRODUCER AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370 | CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 FAX (A/C, No): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com |
| INSURED Johnson & Associates, LLC 1 E Sheridan Ave Suite 200 Oklahoma City OK 73104 | INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Insurance Company, Limited INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 10046 |

COVERAGES**CERTIFICATE NUMBER:** 276160793**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ |
| A | Professional Liability | | | 13OH049572023 | 1/1/2023 | 1/1/2024 | Per Claim Aggregate \$2,000,000 \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
The City's Participating Public Trusts
420 West Main Street
Oklahoma City, OK 73102

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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