

AMENDMENT NO. 1 TO CONTRACT FOR PROFESSIONAL ENGINEER SERVICES

This amendment is made and entered into this 22ND day of OCTOBER, 2024, by and between the Oklahoma City Water Utilities Trust, a municipal Trust (“Trust”), herein called the “Trust”, and Smith Roberts Baldischwiler, LLC, herein called the “Engineer”.

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on December 5, 2023 as follows:

Project No. W000TE/S000TE-A
Independent Engineer to serve The Oklahoma City Water Utilities Trust; and

WHEREAS, the City of Oklahoma City (“City”) owns and operates and the Trust leases and finances a water supply procurement, storage, treatment, delivery and billing system for the central Oklahoma area (“water system”); and

WHEREAS, the City owns and operates and the Trust leases and finances a sewer and wastewater collection, transmission, treatment, disposal and billing system for the central Oklahoma area (“sewer system”); and

WHEREAS, the City owns and operates and the Trust leases and finances a recycled water system; and

WHEREAS, the City operates and the Trust leases and finances a solid waste system; and

WHEREAS, the Trust is charged with the responsibility to engage engineers for the purpose of preparing such preliminary and detailed studies and designs as may be required for the operation, expansion, and maintenance of these systems; and

WHEREAS, the Engineer performs certain engineering and program management services and report directly to the Trust; and

WHEREAS, it is imperative that the Trust be supplied with certain professional services in accordance with the Bond and Trust Indenture; and

WHEREAS, subsequent to execution of the original contract and it has been determined to re-allocate funds from Program Management Services to the Basic Services portion of the contract in which work orders are derived from; and

WHEREAS, the original contract must be amended to authorize the fees associated with consulting and program management services; and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

- I. Amend Paragraph 2. **Professional Services**, subparagraph o. to read as follows:
 - o. Develop preliminary plans and specifications, where the total fee does not exceed \$1,500,000 (an increase of \$250,000) per calendar year and the estimated construction cost shall not exceed \$2,000,000 per project (as outlined in paragraph 4.b.(2) below).

- II. Amend Paragraph 2.1. **Consulting Services**, subparagraph B. to read as follows:
 - 2.1. **Consulting Services.**
 - B. Perform services related to design, bid, construction administration, inspection, and as-built services for projects required for the respective trusts/authority systems. This shall be limited to projects where the total fee does not exceed \$1,000,000 (a decrease of \$250,000) per fiscal year and the fixed limit of construction shall not exceed \$2,000,000 in estimated construction cost.

- C. Amend Paragraph 5. **Fees**, subparagraph b (2). to read as follows:
 - 2. The maximum annual engineering fee (including Reimbursable Expenses) for work and/or services performed under this Contract shall not exceed a total fee of \$1,500,000 (an increase of \$250,000) per fiscal year and the fixed limit of construction shall not exceed \$2,000,000 per project.

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

**EXHIBIT B
PROJECT NO. W000TE/S000TE
INDEPENDENT ENGINEER TO SERVE
THE OKLAHOMA CITY WATER UTILITIES TRUST**

Engineer shall perform services related to CIP Program Management Services for the respective Trust. This shall be limited to \$1,000,000 (a decrease of \$250,000) for 2024. The estimated Fee Breakdown for Item 2 – Program Management:

Task ID	Name	Amount
Activity 1A	Review, update, maintain CIP in Primavera	\$280,000
Activity 1B	Meetings	\$90,000
Activity 1C	Provide Schedule Reviews (ACE sub consulting)	\$50,000

Activity 1D	Updates to the CSR and FFT Report.	\$30,000
Activity 1E	Develop and Review 24-month CIP Report	\$20,000
Activity 1F	2 nd Atoka Pipeline Coordination	\$10,000
Activity 1G	P6 customization, training, and software	\$2,000
Activity 1H	SE Water Supply CIP	\$1,000
Activity 1I	Fleet Services 30-Year CIP	72,240
Activity 2A	General Coordination with Other Departments & Agencies	\$80,000
Activity 2B	ODOT Coordination	\$5,000
Activity 3	Contractor Pre-qualification Services	\$35,000
Activity 4	Review Plans from Other Departments and Agencies	\$160,000
Activity 5	CIP Plan Review Support	\$8,000
Activity 6	Product Reviews Committee	\$50,000
Activity 7	Quality Management System Development	\$51,7600
Total	Item 2 – Program Management	\$1,000,000

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APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 22ND day of OCTOBER, 2024.

ATTEST:

Amy K Simpson
SECRETARY



J D Couch
CHAIRMAN

REVIEWED for form and legality.

Chris Hall

Assistant Municipal Counselor

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 5TH day of NOVEMBER, 2024.

ATTEST:

Amy K Simpson
City Clerk



[Signature]
Vice Mayor

