

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

[The remainder of this page intentionally left blank.]

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Engineer that, as 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 10th day of October, 2024

SMITH ROBERTS
BALDISCHWILER, LLC

Manager

ATTEST:

STATE OF OKLAHOMA)

SS

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 10 day of October, 2024, by Candace Cobb, as Marc A Long of SRB LLC.

Notary Public

My Commission Expires/My Commission Number:

22016035 / 12-1-26 (Seal)

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



SMITBAL01C

CKADIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2024

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 License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Cecile Kadia	
	PHONE (A/C, No, Ext): (405) 556-2311	FAX (A/C, No): (405) 556-2332
	E-MAIL ADDRESS: Cecile.Kadia@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104	INSURER A: American Casualty Co. of Reading, PA	20427
	INSURER B: Continental Casualty Company	20443
	INSURER C: Continental Insurance Company	35289
	INSURER D: National Fire Insurance Co. of Hartford	20478
	INSURER E: Hamilton Insurance DAC	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6079846635	12/18/2023	12/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6079846649	12/18/2023	12/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6079846618	12/18/2023	12/18/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC679846621	12/18/2023	12/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			EOHS214383	1/1/2024	1/1/2025	Per Occ/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project No. W000TE/S000TE

The City of Oklahoma City and its participating trusts is an Additional Insured and Waiver of Subrogation with respects to General Liability and Auto Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. The only policy with a deductible is the Professional Liability, and it has a \$25,000 Deductible. All other policies are standard without deductible for the liability exposures.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City & The Oklahoma City Water Utilities Trust 420 W. Main 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 