

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 2nd day of August, 2022, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and Olsson, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on July 7, 2020 as follows:

Project No. WC-0975
Airport Fire Suppression Extension; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to installation of approximately 3,400 linear feet of Airport Fire Suppression Extension, Air Cargo Road; and

WHEREAS, the original project design included PVC pipe for the proposed fire suppression line and an 8'x 8' valve vault; and

WHEREAS, subsequent to the execution of the original contract and during the design phase, it was determined that a buried utility line near the proposed fire suppression line carries petroleum products; and

WHEREAS, integrity of the PVC pipe may be compromised should petroleum products leak from the nearby pipeline, therefore, it has been determined to be in the best interest of the Trust to utilize ductile iron pipe in lieu of PVC pipe; and

WHEREAS, it has also been determined to increase the valve vault size from 8'x 8' to 10'x 10', which requires the review of a Structural Engineer to ensure the concrete and steel reinforcement shown in the drawings are adequate for the increased dimensions; and

WHEREAS, the original contract must be amended to incorporate the Engineer's increased scope of work 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:

TS 1/14/19

Not to exceed \$75,940 for engineering services

For Amendment No. 1:

Not to exceed \$9,000 for engineering services

Total Amended Contract:

Not to exceed \$84,940 for all services (an increase of \$9,000); 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 utilizing ductile iron pipe in lieu of PVC pipe and upsizing the valve vault from 8'x 8' to 10'x 10'); 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 \$84,940 (an increase of \$9,000), which includes: for Basic Services an amount not to exceed \$69,840 (an increase of \$9,000), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$15,100 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 WC-0975
AIRPORT FIRE SUPPRESSION EXTENSION**

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 \$84,940 (an increase of \$9,000) which includes: for Basic Services an amount not to exceed \$69,840 (an increase of \$9,000), which is specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$15,100, as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$69,840 (an increase of \$9,000), 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:
\$18,000

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:
\$20,250 (an increase of \$9,000)

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

Task 3 an additional amount not to exceed:
\$4,300

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$5,800

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:
\$1,900

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

Task 6 an additional amount not to exceed:
\$19,590

Compensation for Inspection Services shall not be greater than the amount and value of the work and services performed by the Engineer.

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-0975
AIRPORT FIRE SUPPRESSION EXTENSION

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. Utility verification services \$ 250/Pothole (not to exceed \$7,000)
3. Easement preparation, staking and acquisition services.
4. Additional services to allow for design of other project areas.
5. Additional services to allow for additional inspection.
6. Additional Services necessary for completion of the project.
7. Construction Inspection \$1,350/week beyond 90 Calendar Days (not to exceed \$8,100)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$15,100. 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 City Engineer. 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 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 19 day of July, 2022.

OLSSON, INC.

ATTEST:

Ryan D. Beckman
President

STATE OF Oklahoma)
) SS
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 19 day of July, 2022, by Ryan Beckman, as President of Olsson.

My Commission Expires/My Commission Number:



5-31-25 / 17005081

Amanda Ritchey
Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 2nd day of August, 2022.

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Amy K Simpson
Secretary



J D Couch
Chairman

REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 16th day of August,
2022.

ATTEST:

Amy K Simpson
City Clerk



David Holt
Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2022

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 HUB International Company 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: molly.harmon@hubinternational.com FAX (A/C, No): 402-557-6325
INSURED Olsson, Inc. 11600 Broadway Extension, Ste. 300 405-242-6600 Oklahoma City OK 73114	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance INSURER B: Amerisure Mutual Insurance Company INSURER C: Amerisure Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 567372852**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
B	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP21194510002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	Y	Y	CA 21194500001	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU 21194520002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 21194530001	1/1/2022	1/1/2023	<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
A	Professional Liability Claims Made			HUN00059-01	1/1/2022	1/1/2023	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services.
PROJECT #: WC-0975. Project: Airport Fire Suppression Extension.
The City of Oklahoma City and its participating trusts are Additional Insured basis with respects to General Liability and Automobile Liability as required by written contract. Waiver of Subrogation applies to General Liability and Automobile Liability as required by written contract. 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its beneficiary trusts
420 West Main Street, Suite 500
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

© 1988-2015 ACORD CORPORATION. All rights reserved.