

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 27TH day of AUGUST, 2024, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and Poe & Associates, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on August 13, 2019, as follows:

Project Nos. WC-0953, 12-inch Water Main Relocation
and SC-1028, 8-inch Sanitary Sewer Relocation; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to relocation of approximately 7,350 LF of 12-inch water main and 2,100 LF of 8-inch sanitary sewer line for I-35 and I-240 interchange improvements, northwest, northeast, and southeast of the I-35 and I-240 intersection; and

WHEREAS, subsequent to execution of the original contract, and due to delays from OG&E which affected the construction critical path, it has been determined that additional construction inspection services are required; and

WHEREAS, the Engineer will also complete additional work pending that is necessary for completion of the project; 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 \$289,000 for engineering services

For Amendment No. 1:

Not to exceed \$155,500 for engineering services

Total Amended Contract:

Not to exceed \$444,500 for all services (an increase of \$155,500); 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 additional inspection services, and completion of additional pending work that is necessary for completion of the project) and 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 \$444,500 (an increase of \$155,500), which includes: for Basic Services an amount not to exceed \$434,500 (an increase of \$155,500) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$10,000 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. WC-0953, 12-INCH WATER MAIN RELOCATION
AND SC-1028, 8-INCH SANITARY SEWER RELOCATION**

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 \$444,500 (an increase of \$155,500) which includes: for Basic Services an amount not to exceed \$434,500 (an increase of \$155,500) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$10,000, as specifically set forth in Exhibit E.

**B.I. Basic Work and Services
WC-0953**

Compensation for basic services may not exceed \$336,000 (an increase of \$155,500), 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
TS 1/14/19

amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 2 an additional amount not to exceed:
\$111,000

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

Task 3 an additional amount not to exceed:
\$N/A (service provided by ODOT)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$N/A (service provided by ODOT)

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:
\$13,000

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

Task 6 an additional amount not to exceed:
\$212,000 (an increase of \$155,500)

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

B.II. Basic Work and Services SC-1028

Compensation for basic services may not exceed \$98,500, 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 2 an additional amount not to exceed:

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\$61,000	Completion and acceptance by the Trust of the final plans and specifications for the project.
Task 3 an additional amount not to exceed: \$N/A (service provided by ODOT)	Award of the construction contract to the successful Bidder.
Task 4 an additional amount not to exceed: \$N/A (service provided by ODOT)	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: \$7,000	Upon satisfactory completion and acceptance of the as-built drawings.
Task 6 an additional amount not to exceed: \$30,500	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 NOS. WC-0953, 12-INCH WATER MAIN RELOCATION
AND SC-1028, 8-INCH SANITARY SEWER RELOCATION

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. Right-of-Way Mapping and Easement Documents (WC-0953) - \$10,000

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$10,000. 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 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 23rd day of July, 20 24.

POE & ASSOCIATES, INC.

ATTEST:


Senior Vice President

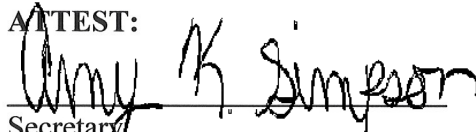
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

This instrument was acknowledged before me on this 23rd day of July, 2024, by John Bowman, as Senior Vice President of Poe & Associates, Inc.

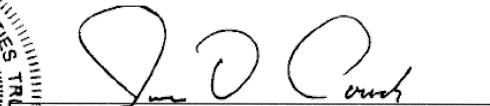
My Commission Expires/Commission Number: January 9, 2025 / 13000270
(Seal) Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 27th day of AUGUST, 20 24.

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Secretary

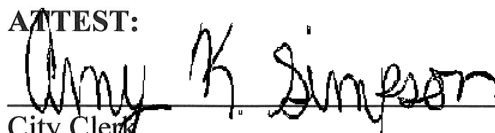



Chairman

REVIEWED for form and legality


Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

City Clerk




Mayor

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POE&ASS-01

KSTEBBINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2024

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 Messer-Bowers Company 6701 N Broadway Suite 201 Oklahoma City, OK 73116	CONTACT NAME: PHONE (A/C, No, Ext): (405) 840-4351 FAX (A/C, No): (405) 842-1009 E-MAIL ADDRESS: kstebbins@messerbowers.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Travelers Indemnity Co. INSURER C: Travelers Casualty & Surety Company of America INSURER D: INSURER E: INSURER F:
INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City, OK 73118	NAIC # 25674 25658 31194

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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	680 00H770068 24 47	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$0 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA 7P642421 24 47 G	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Ded 0 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 004A030120 24 47	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> 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	UB 008K158882 24 47	8/1/2024	8/1/2025	<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
C	Professional Liab			105841819	8/1/2024	8/1/2025	Per Claim/25k ded
A	Valuable Papers			680 00H770068 24 47	8/1/2024	8/1/2025	Limit 2,000,000 1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Architects & Engineer's. General Liability Incl's: Blanket Additional Insd on a primary and non contributory basis, Blanket Waiver of Subrogation and 30dnoc (except 10 for non pay) in favor of the holder. General Liability is subject to a total aggregate limit of \$4,000,000 / Auto Liability Incl's: Blanket Additional Insd, Blanket Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder / Work Comp Incl's: Blanket Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder, all when req'd by written contract. Excess Liability is follow form to: General liability, Auto liability and Employer's liability. Professional Liability Aggregate \$5,000,000.

Re: Project NOS WC-0953, 12 Inch Water Main Relocation and SC-1028, 8 Inch Sanitary Sewer Relocation
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City & Its Participating Public Trusts 420 W Main Ste 700 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 <i>John BOWEASTIL</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Messer-Bowers Company		NAMED INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City, OK 73118
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Certificate Holder is included as Additional Insured for General (on a primary and non contributory basis) & Auto Liability, including a waiver of subrogation, all when required by written contract. 30dnoc (10 days for non payment) in favor of the holder as respects General, Auto and Employer's Liability.