

**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  
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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.

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**ADDITIONAL REMARKS SCHEDULE**

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

**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.