

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment is made and entered into this 5TH day of NOVEMBER, 2024, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called the "Trust", and Olsson, Inc. formerly Olsson Associates, Inc., herein called "Design Engineer".

WITNESSETH:

WHEREAS, the Trust and the Design Engineer entered into an agreement on April 5, 2016, as follows:

Project No. WC-0873
Atoka Pipeline Raw Water Transmission Line; and

WHEREAS, this project provides for design and all other engineering services related to construction of a segment of the Atoka Pipeline raw water transmission line Stonewall to Ada (9.6 miles); and

WHEREAS, the original contract provides for 16 months of Construction Administration and Inspection Services; and

WHEREAS, it has been determined it will take approximately 34 months to construct the project, therefore, it is necessary to increase Task 4A - Construction Administration, and Task 4C - Resident Inspection Services; and

WHEREAS, remaining funds from completed tasks and Exhibit E - Additional Services will be reallocated to allow for funding of the additional work; and

WHEREAS, the original contract must be amended to provide for the Design Engineer's increased scope of work as outlined above and associated fees; and

WHEREAS, the total compensation to be paid to the Design Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$1,637,200 for engineering services

For Amendment No. 1:

Not to exceed \$425,050 for engineering services (reflects an increase of \$501,050 for Basic Services and a decrease of \$76,000 for Additional Services, resulting in an overall increase of \$425,050)

Total Amended Contract:

Not to exceed \$2,062,250 for all services (an increase of \$425,050); 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 Design 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 the extension of Task 4A - Construction Administration and Task 4C -Resident Inspection Services due to the increased construction period); 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 \$2,062,250 (an increase of \$425,050), which includes: for Basic Services an amount not to exceed \$2,038,250 (an increase of \$501,050) as specifically set forth in Exhibits B - Compensation and B-1 – Compensation Fee Schedule, both of which are attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$24,000 (a decrease of \$76,000) as specifically set forth in Exhibit E, attached hereto and incorporated herein.

III. Amend **EXHIBIT B – COMPENSATION and EXHIBIT B-1- COMPENSATION FEE SCHEDULE** to read as follows:

**EXHIBIT B
COMPENSATION
PROJECT NO. WC-0873
ATOKA PIPELINE RAW WATER TRANSMISSION LINE**

Under the terms of this Contract, the Design 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 \$2,062,250 (an increase of \$425,050), which includes: for Basic Services an amount not to exceed \$2,038,250 (an increase of \$501,050) as specifically set forth in Exhibits B - Compensation and B-1 – Compensation Fee Schedule, both of which are attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$24,000 (a decrease of \$76,000), as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$2,038,250 (an increase of \$501,050), and in no event may the Design Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Engineer may receive compensation for services rendered upon the completion of the tasks up to the not to exceed amounts within Exhibit B-1. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed.

ENGINEERING FEES FOR DESIGN, CONSTRUCTION AND INSPECTION OF 2ND ATOKA PIPELINE									
Engineering Firm	Olsson Associates			Contract Duration					
Project Number	WC-0873			Work Order		Task		Duration (days)	
Project Description	New Raw Water Transmission Line Stonewall to Ada			1		1		60	
2				2		90			
3				3A		90			
4				3B and 3C		30			
5				4		N/A			
Estimated Construction Cost (Per Solicitation)	\$ 30,000,000			5		5		Upon completion of the punchlist	
Total Project Length (miles)	9.6								
NOTES/INSTRUCTIONS									
1 Only complete the cells that are blue. Green cells are calculation results.									
2 Duration for Task 1 and Work Order 1 will only be applicable to Task 1A. Task 1A must be completed within the contract duration above. Tasks 1B - 1F will be authorized by Work Order 1 but their contract duration may extend past the contract duration for Task 1A. However, Tasks 1B - 1F must be completed by the completion of Task 2.									
3 Costs for reimbursables, including reproduction costs and travel, lodging and food expenses, are to be included in other items.									
Task items that are provided with a quantity and unit price item shall be paid on the unit price basis. Any decrease in the estimated quantity will result in a decrease in that task and the overall contract price at the unit prices established in this contract. Any increase in the estimated quantity will require the authorization of additional funds by amendment or the use of funds available in additional services. Any increase in the quantity must be authorized by the General Manager prior to the start of the work. The amount of the increase will be per the unit price established in this contract multiplied by the additional quantities authorized. The unit price established in this contract will be fixed and no changes will be allowed.									
4 Additional services may be used and additional funds may be authorized for increases in quantities for unit price items and other engineering services deemed necessary by the Trust. The scope and fee for the work to be done under additional services must be approved and authorized by the General Manager prior to the start of the work.									
The General Manager will issue Work Orders for the tasks in the project as described below. No work or funds are authorized prior to issuance of the respective work order. The Engineer is not authorized to start and will not be paid for work completed on tasks unless the work and use of funds has been authorized by a work order. The starting date of any work order is at the sole discretion of the Trust and there could be a substantial amount of time between work orders. No additional payment will be authorized due to the time between issuance of work orders.									
6 For the 66 and 72-inch procurement quantities (Tasks 2B and 2C), the Trust may decide to authorize completion of Task 2B, Task 2C or the combination of Task 2B and 2C.									
7									
Task	Description			Olsson Contract	Amendment No. 1	Total Amendment			
				Engineering Fee	Increase & Decrease	& Contract Fee			
1	Preliminary Design Services								
1A	35% Plans & Easement & Access Route Requirements to and along to project site			\$ 225,000	\$ -	\$ 225,000	Work Order 1		Notes
		Number of Locations	Unit Price/Rate						
1B	Utility Verification (Potholing per Location)	48	\$ 500	\$ 24,000	\$ -	\$ 24,000	Work Order 1		Standard Task
1C	Survey Verification			\$ 20,000	\$ -	\$ 20,000	Work Order 1		
1D	Survey Allowance			\$ 20,000	\$ (20,000)	\$ -	Work Order 1		
		Number of Boreholes	Unit Price/Rate						
1E	Geotechnical Investigation Pre-Construction Boreholes and Soil Testing	50	\$ 1,600	\$ 80,000	\$ -	\$ 80,000	Work Order 1		
	Corrosion Investigation Pre-Construction Boreholes and Corrsion Testing								
1F	Investigation and Design			\$ 48,000	\$ -	\$ 48,000	Work Order 1		
	SUBTOTAL FOR TASK 1			\$ 417,000	\$ (20,000)	\$ 397,000			
2	65% Design Services								
2A	65% Plans (including ROW plans) and Specifications and Engineering Report			\$ 252,000	\$ -	\$ 252,000	Work Order 2		Standard Task
2B	Preparation of Procurement Quantities for 66-Inch Pipe			\$ 9,000	\$ (9,000)	\$ -	Work Order 2		Standard Task
2C	Preparation of Procurement Quantities for 72-Inch Pipe			\$ 9,000	\$ -	\$ 9,000	Work Order 2		
		Number of Instruments	Cost Per Instrument/Rate						
2D	Easement/ROW Services								
	Preparation of Easement Instruments	40	\$ 750	\$ 30,000	\$ (30,000)	\$ -	Work Order 2		
2E	Staking of Right of Way/Easement	14	\$ 1,300	\$ 18,200	\$ (18,200)	\$ -	Work Order 2		
	SUBTOTAL FOR TASK 2			\$ 318,200	\$ (57,200)	\$ 261,000			
	SUBTOTAL FOR TASKS 1 AND 2			\$ 735,200	\$ (77,200)	\$ 658,000			
3	100% Plans and Specifications and Bidding Services (Notice of Pipe size selection will be given)								
Task									
3A	100% Plans			\$ 174,000	\$ -	\$ 174,000	Work Order 3		Standard Task
3B	Final Bidding Documents (Plans and Specifications)			\$ 27,000	\$ -	\$ 27,000	Work Order 4		Standard Task
3C	Bidding Services			\$ 27,000	\$ -	\$ 27,000	Work Order 4		Standard Task
	SUBTOTAL FOR TASK 3			\$ 228,000	\$ -	\$ 228,000			
4	Construction Administration and Inspection Services								
Task									
4A	Construction Administration Services (includes pipe lay schedule)			\$ 210,000	\$ 236,250	\$ 446,250	Work Order 5		Standard Task
		Number of Plant Visits							
4B	Pipe Plant Inspection	3		\$ 15,000	\$ -	\$ 15,000	Work Order 5		
		Construction Time (Months)	Cost Per Month/Rate						
4C	Resident Inspection Services Includes Delivery (Chain of Custody) and Construction Inspection	16	\$ 19,000	\$ 304,000	\$ 342,000	\$ 646,000	Work Order 5		
	SUBTOTAL FOR TASK 4			\$ 529,000	\$ 578,250	\$ 1,107,250			
5	As-Building Services								
5	As Built Drawing Services			\$ 45,000	\$ -	\$ 45,000	Work Order 5		Standard Task
	SUBTOTAL FOR TASK 5			\$ 45,000	\$ -	\$ 45,000			
	SUBTOTAL FOR STANDARD TASKS			\$ 969,000	\$ 227,250	\$ 1,196,250			
	SUBTOTAL FOR TASKS 1 - 5			\$ 1,537,200	\$ 501,050	\$ 2,038,250			
	ADDITIONAL SERVICES			\$ 100,000	\$ (76,000)	\$ 24,000			Standard Tasks
	TOTAL FEE			\$ 1,637,200	\$ 425,050	\$ 2,062,250			

IV. Amend EXHIBIT E – ADDITIONAL SERVICES to read as follows:

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-0873
ATOKA PIPELINE RAW WATER TRANSMISSION LINE

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. The Design 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. Increases in quantities for unit price items as stated in Exhibit B-1 – Compensation Fee Schedule of this Contract, Tasks 1B, 1E, 2D, 2E and 4C.
2. Other engineering services for this project as deemed necessary by the Trust.
3. Cost of additional copies in excess of the contract requirements.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$24,000 (a decrease of \$76,000). This allowance is to be used and paid to the Design 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 Design 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 Design Engineer's employees and the Design Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

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IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Design 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 Design Engineer this 21st day of October, 2024

OLSSON, INC. FORMERLY
OLSSON ASSOCIATES, INC.

Andrea Adams
Senior Director of Operations
(insert title)

ATTEST:

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

This instrument was acknowledged before me on the 21st day of October, 2024, by Andrea Adams as Senior Director of Operations of Olsson, Inc.

Stacy J. Kettler
Notary Public

My Commission Expires/Commission Number:

July 12, 2026 / _____ (Seal)



IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 5TH day of NOVEMBER, 2024

THE OKLAHOMA CITY WATER
UTILITIES TRUST

ATTEST:

Amy K. Simpson
Secretary



J. D. Couch
Chairman

REVIEWED for form and legality.

Patrick Mann
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 19TH day of NOVEMBER,
2024.

ATTEST:

Amy K. Simpson  David Holt
City Clerk Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

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 HUB International Great Plains LLC 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. P.O. Box 84608 402-474-6311 Lincoln NE 68501	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: Amerisure Insurance Company INSURER C: MSIG Specialty Insurance USA Inc INSURER D: INSURER E: INSURER F:	NAIC # 23396 19488 34886

COVERAGES**CERTIFICATE NUMBER:** 50904585**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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP21194510302	1/1/2024	1/1/2025	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 \$
B	<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 <input checked="" type="checkbox"/> \$0 Ded	Y	Y	CA 21194500301	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		CU 21194520202	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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	Y	WC 21194530202	1/1/2024	1/1/2025	<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 Liability Claims Made			MSTAEC-00010	1/1/2024	1/1/2025	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. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability.
Project: Atoka Pipeline 66-inch Water Transmission Line (Stonewall to Ada). Project No.: WC-0873. The City of Oklahoma City and its participating trusts are listed as additional insured without reservation or restriction on a primary basis on all liability policies except Professional Liability and Workers Compensation and Employer's Liability as required by written contract executed prior to loss. Named Insured carries Valuable Papers coverage with a limit of \$850,000 and a \$2,500 deductible applies. The City of Oklahoma City and any of its participating public trusts are listed as Loss Payee as regards Valuable Papers coverage as required by written contract. Waivers of subrogation apply on Workers Compensation, General Liability, Auto Liability and Valuable Papers coverage as See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its participating public 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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY HUB International Great Plains LLC		NAMED INSURED Olsson, Inc. P.O. Box 84608 402-474-6311 Lincoln NE 68501
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

required by written contract and allowed by state law. No deductible applies to Umbrella Liability and Workers Compensation policy. Thirty (30) days advanced written notice prior to any cancellation, lapse, reduction, limitation, or non-renewal of any contract-required insurance coverage or policy applies to The City of Oklahoma City and its participating trusts.