

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 12TH day of SEPTEMBER, 2023, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and CP&Y, Inc. dba STV Infrastructure, herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on January 15, 2019 as follows:

Project No. WT-0201
Hefner Water Treatment Plant Lime System Improvements; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to a phased design for a new centralized lime storage and feed facility at the Hefner Water Treatment Plant to feed five 25-million gallon per day (MGD) capacity clarifiers; and

WHEREAS, subsequent to execution of the original contract, the duration of the project has been extended from 20 months to 39 months (an increase of 19 months); and

WHEREAS, therefore, it is necessary to direct the Engineer to provide an additional 19 months of Construction Administration and Resident Inspection Services due to the extended construction schedule; 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:

Not to exceed \$2,766,330 for engineering services

For Amendment No. 1:

Not to exceed \$617,000 for engineering services

Total Amended Contract:

Not to exceed \$3,383,330 for all services (an increase of \$617,000); 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 an additional 19 months of construction administration and inspection services for completion of the project); 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 \$3,383,330 (an increase of \$617,000), which includes: for Basic Services an amount not to exceed \$2,644,870, as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$738,460 (an increase of \$617,000) 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 NO. WT-0201
HEFNER WATER TREATMENT PLANT LIME SYSTEM IMPROVEMENTS**

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 \$3,383,330 (an increase of \$617,000), which includes: for Basic Services an amount not to exceed \$2,644,870, as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$738,460 (an increase of \$617,000), as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$2,644,870, 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 10/22/18

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:
\$454,500

Completion and recommendation by the General Manager for approval by the Trust of the Preliminary Report for the project.

Task 1A an amount to exceed:
\$22,500

Sampling Plan and Bench Scale Testing.

Task 2 an additional amount not to exceed:
\$1,290,000

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

Task 3 an additional amount not to exceed:
\$37,330

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$300,000

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 4A an additional amount not to exceed:
\$500,000

Provide Resident Inspection Services for the duration of the project.

Task 5 an additional amount not to exceed:
\$40,540

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

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

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WT-0201
HEFNER WATER TREATMENT PLANT LIME SYSTEM IMPROVEMENTS

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 for tanks and buildings- \$45,000
2. Clarifier 4 and 5 Optimization Study and Recommendations - \$76,460
 - A) Evaluate Clarifiers 4 and 5 and recommend improvements to optimize Clarifiers:
 - i) Optimization Review and Recommendations for Clarifiers 4 and 5: Engineer shall review current design and operational data. Engineer shall collect all available design documentation, operation and maintenance manuals, and operational data for all clarifiers for a period of two (2) years. Engineer shall analyze Clarifiers 4 and 5 design and compare design to existing Clarifiers 1, 2, and 3. Operational data for Clarifiers 4 and 5 shall be compared against Clarifiers 1, 2, and 3 to establish differences in operational and treatment efficiencies, settled water quality, mixing energies, sludge blanket development, flowrates, flocculation formation and settling, chemical feed applications and amounts, blow-off frequencies and durations, and pH variations across the clarifiers. Engineer shall provide recommended improvements and/or operational changes to optimize Clarifiers 4 and 5. Engineer shall provide an Opinion of Probable cost for recommended improvements. Engineer will coordinate with Westech to effectuate recommended improvements to Clarifiers 4 and 5.
 - 1) Obtain and review all current information pertaining to design of Clarifiers 4 and 5;
 - 2) Obtain and analyze performance data for all clarifiers, Conduct comparison of design of Clarifiers 1, 2, and 3 and Clarifiers 4 and 5;
 - 3) Conduct a comparison of performance data for all clarifiers and analyze Clarifiers 4 and 5 versus Clarifiers 1, 2, and 3;
 - 4) Provide recommendations for changes to Clarifiers 4 and 5 to optimize performance.
 - ii) Deliverables. Engineer shall include all information and final recommendations in a Technical Memorandum:
 - 1) Summary of review of current design of Clarifiers 4 and 5 and comparison to design of Clarifiers 1, 2, and 3;

- 2) Summary of review of operational performance data for Clarifiers 4 and 5 and comparison to operational performance data from Clarifiers 1, 2, and 3;
- 3) Recommendations for operational changes and/or recommended improvements to optimize performance of Clarifiers 4 and 5, and an Opinion of Probable Costs for recommended improvements.

iii) Additional Services Completion Time:

Lime Facility Improvements	Completion Time from NTP	Time to Complete
Optimization Review and Recommendations for Clarifiers 4 and 5	120 days	120 days

3. Provide 19 months of Construction Administration services - \$6,157.89 per month for a not to exceed amount of \$117,000 (added by Amendment No. 1)
4. Provide 19 months of Resident Inspection Services - \$26,315.79 per month for a not to exceed amount of \$500,000 (added by Amendment No. 1)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$738,460 (an increase of \$617,000). 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 29th day of August, 2023.

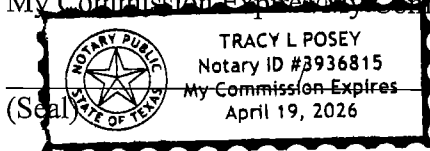
CP&Y, INC. DBA STV
INFRASTRUCTURE

Jeremy C. Baswell
~~President~~ SENIOR VICE PRESIDENT

ATTEST:

STATE OF Texas)
)
COUNTY OF Dallas) SS

This instrument was acknowledged before me on this 29th day of August, 2023,
by Jeremy Baswell, as senior vice president of CP&Y Inc. DBA STV Infrastructure
My Commission Expires My Commission Number:



Tracy L. Posey
Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 12TH day of SEPTEMBER, 2023.

THE OKLAHOMA CITY WATER
UTILITIES TRUST

ATTEST:

Amy K. Simpson
Secretary



J. D. Cook
Chairman

REVIEWED for form and legality.

Patrick Mann
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 26TH day of SEPTEMBER,
2023

ATTEST:

Amy K Simpson
City Clerk



David Holt

Mayor

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/28/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Alec Simhony PHONE (A/C, No, Ext): 856-479-2201 FAX (A/C, No): E-MAIL ADDRESS: asimhony@connerstrong.com	
INSURED CP&Y, Inc. DBA STV Infrastructure 1820 Regal Row, Suite 200 Dallas, Texas 75235		INSURER(S) AFFORDING COVERAGE INSURER A : Underwriters At Lloyds NAIC # INSURER B : National Union Fire Insurance Co. 19445 INSURER C : XL Insurance America, Inc. 24554 INSURER D : New Hampshire Ins. Co. 23841 INSURER E : Starr Surplus Lines Ins. Co. 13604 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 INSR	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 \$10,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLL1064904	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA4489616 (AOS) \$250 COMP DED \$500 COLL DED	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Expense \$5,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	US00083352LI23A	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	015893609 (AOS) 015893610 (CA)	04/01/2023	04/01/2024	<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 Liability		<input checked="" type="checkbox"/>	1000633951231	04/01/2023	04/01/2024	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

1. Property Coverage: (Including Blanket Limit)

Policy #: MXI93088686 / Policy Term: 4/1/2023 - 4/1/2024

Insurance Carrier: AGCS Marine Insurance Company (Allianz Global Corporate & Specialty) / NAIC#: 22837

Blanket Limit: \$25,000,000; Real, BPP & BI/EE

Valuable Papers Limits: \$25,000,000 (included in blanket)

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Oklahoma City Water Utilities
Trust
420 West Main St., Ste 500
Oklahoma City, OK 73102-0000

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

W. Michael Thompson

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DESCRIPTIONS (Continued from Page 1)

All Risk Coverage - Agreed Value

Leased / Rented / Borrowed Equipment from Others Sublimit: \$100,000

2. Contractor's Pollution Liability:

Policy #: 03106092 / Policy Term: 4/1/2023 - 4/1/2024

Insurance Carrier: Allied World Assurance Company (U.S.) Inc. / NAIC#: 19489

Per Pollution Condition: \$5,000,000

Aggregate Limit: \$5,000,000

3. The Captioned Commercial General Liability Policy includes the following coverage:

a. XCU

b. Contractual Liability

c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

4. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:

a. USL&H

b. Maritime

c. FELA

5. The captioned Workers Compensation Policy includes Employers Liability / Stop GAP Coverage for the following states subject to the following limits:

1. North Dakota

2. Washington

3. Wyoming

4. Ohio

Limits:

1. \$1,000,000 Employers Liability - Each Accident

2. \$1,000,000 Employers Liability - Disease - Each Employee

3. \$1,000,000 Employers Liability - Disease - Policy Limit

6. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Workers Compensation & Employers Liability and Contractor's Pollution Liability Coverages if required by written contract & permitted by state law.

7. The captioned Commercial Excess Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

8. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

Project #: WT-0201 - Hefner Water Treatment Plant Lime System Improvements Amendment 1

Oklahoma City Water Utilities Trust, and City of Oklahoma City and any participating trust are included as Additional Insureds if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability, Contractors Pollution Liability and Commercial Excess Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 20 10 07 04 and CG 20 37 07 04.