

**ASSIGNMENT AND AMENDMENT NO. 1 TO JOINT CONTRACT FOR  
ENGINEERING SERVICES**

This assignment and amendment is made and entered into this 15TH day of AUGUST, 2023, by and between The Oklahoma City Municipal Facilities Authority, a municipal trust, herein called "OCMFA", the Oklahoma City Water Utilities Trust, a municipal trust, herein called "OCWUT", and Poe and Associates, Inc., herein called "Engineer".

**WITNESSETH:**

**WHEREAS**, the OCMFA and the Engineer entered into an agreement on October 11, 2022 as follows:

Project No. PC-0760  
Roadway Widening; and  
Pursuant to Amendment No. 1:  
Project No. WC-1077, Water Transmission Main  
North Cemetery Road from NW 10th Street to West Reno Avenue, and  
Project No. WC-1078, Waterline Relocation  
North Cemetery Road from West Reno Avenue to NW 10th Street; and

**WHEREAS**, the OCMFA engaged the services of the Engineer to provide for design and all other engineering services related to roadway widening to at least a four-lane curb and gutter section with closed storm sewer, various drainage improvements and pedestrian sidewalks along one side of the project, North Cemetery Road from West Reno Avenue to NW 10th Street; and

**WHEREAS**, subsequent to the execution of the original contract, it has been determined that numerous waterlines conflict with the proposed drainage improvements necessary to widen the roadway; and

**WHEREAS**, it has been determined to be in the best interest of the OCMFA to direct the Engineer to provide additional design services necessary to relocate portions of the waterlines where required; and

**WHEREAS**, the waterline relocation work will be performed under Project WC-1078; and

**WHEREAS**, the Oklahoma City Water Utilities Trust has determined it to be in their best interest to construct approximately 850 feet of 16-inch water main to connect two existing water main segments on the east side of Cemetery Road between NW 10th Street and Reno Avenue; and

**WHEREAS**, OCWUT will fund the engineering and construction of the new water main

(Project WC-1077) and, therefore, OCWUT must be assigned as a party to this contract; and

**WHEREAS**, the estimated construction cost is \$4,300,000 for Project PC-0760, \$222,360 (an increase of \$222,360) for Project WC-1078, and \$379,080 (an increase of \$379,080) for Project WC-1077, for a total overall increase of \$601,440; 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 \$527,390 for engineering services

For Amendment No. 1:

Not to exceed \$100,330 for engineering services

Total Amended Contract:

Not to exceed \$627,720 for all services (an increase of \$100,330); and

**WHEREAS**, both parties agree to amend said contract.

**NOW, THEREFORE**, the parties agree as follows:

- I. The Oklahoma City Municipal Facilities Authority hereby assigns and the Oklahoma City Water Utilities Trust accepts an assignment as a party to the rights, titles and interest in and to the above described Agreement for engineering services entered into by and between the Oklahoma City Municipal Facilities Authority and Poe and Associates, Inc. under the date of October 11, 2022, and the Oklahoma City Water Utilities Trust hereby consents to and agrees to be bound by the aforesaid agreement.
- II. It is expressly understood by the parties hereto that the Oklahoma City Water Utilities Trust has assumed, until such time as mutually agreed otherwise, the funding obligations (for Project WC-1077 only) for all related waterline engineering services and construction work under this Amendment No. 1 for and on behalf of the Oklahoma City Municipal Facilities Authority.
- III. Where the term “Trust” shall appear in the original Agreement, the term shall hereinafter, unless the contents clearly indicate otherwise, mean and refer to both the Oklahoma City Municipal Facilities Authority and/or the Oklahoma City Water Utilities Trust.
- IV. Amend **Paragraph 2. Engineering Services.** to read as follows:

**Engineering 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 project WC-1078 for additional design necessary to relocate portions of the existing waterline, and project WC-1077 for design and

construction of a new, approximately 850 foot 16-inch water main) and including Exhibit A, and including but not limited to the following:

- V. 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 \$627,720 (an increase of \$100,330), which includes: for Basic Services an amount not to exceed \$495,330 (an increase of \$89,610), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$132,390 (an increase of \$10,720), as specifically set forth in Exhibit E attached hereto and incorporated herein.

- VI. Amend Paragraph 5. **Payments.**, subparagraph A, by addition of the following sentence as the first sentence in the paragraph:

“**NOTE:** In order to accommodate accurate fund tracking between the OCMFA and OCWUT, the Engineer is hereby required to submit separate claims vouchers and invoices for the respective PC-0760, WC-1077, and WC-1078 projects.”

- VII. Amend Paragraph 10. **Notices.**, by addition of the Oklahoma City Water Utilities Trust to the notices listing as follows:

To the Oklahoma City Water Utilities Trust:

The Oklahoma City Water Utilities Trust  
420 West Main Street, Suite 500  
Oklahoma City, Oklahoma 73102  
Attn: Chris Browning, Director/General Manager  
Phone Number: (405) 297-2822 Fax Number: (405) 297-3813

- VIII. Amend **Paragraph 17. Work Orders.** to read as follows:

**Work Orders.** The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Final Plan Services for WC-1077 and WC-1078 - Task 2 within one hundred fifty (150) calendar days of date of written work order from the City Engineer.

- IX. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A – Scope of Work (added by Amendment No. 1)**”:

**Exhibit A – Scope of Work  
(Added by Amendment No. 1)**

**WC-1078 - SCOPE OF WORK**

During the development of the roadway widening project PC-0760, Cemetery Road Widening from Reno Avenue to NW 10th Street, numerous existing water mains have been identified to be in conflict with the drainage system proposed for the project.

The following describes professional engineering services in Amendment 1 for the reconstruction of water main required of the project.

## **TASK 2 – FINAL PLANS AND SPECIFICATIONS**

### Water Main Design

Design for water main reconstruction is anticipated for the following mains:

- 16-inch water main under the concrete box drainage structure, south end of project
- 12-inch water main, south side of SW 3rd Street
- 6-inch water main, south side of Yukon Plaza
- 3 – 2-inch water lines to Yukon Plaza
- 6-inch water main, north end of project

Design will include callouts for fittings, joint restraint, hydrants, valves, and water main casing pipe. Northing and easting coordinates will also be called out for fittings, casing pipe ends, hydrants, and valves.

No services lines or additional water meters are anticipated for these line reconstructions.

### Design Plans

The following 11” x 17” plans are anticipated to be included in the construction plan set:

- Water Main Pay Item Summary and Notes (1 sheet)
- Water Main Quantity Summary Sheets (1 sheet)
- Water Main Plan and Profile Sheets (5 sheets)
- Water Main Standard Detail Sheets

### Survey

- Survey shots of potholed water line locations (5 locations).
- Potholing to be provided by Engineer.

### Estimates

Cost estimates will be developed at each design submittal (60%, 90%, and 100% submittals).

### Coordination and Meetings with OCWUT

Meetings will coincide with the meetings required for the new water main design being designed concurrently. The following is anticipated for this project during design phase:

- Water kickoff meeting
- Coordination as needed

## **TASK 3 - BIDDING**

Engineer will provide bidding services for water main related items according to contract including the following:

- Answer questions during bidding and prepare addenda
- Evaluate bids and prepare recommendation of award
- Prepare plan revisions

#### **TASK 4 – CONSTRUCTION ADMINISTRATION AND MANAGEMENT**

Engineer will provide construction administration according to contract including coordinating meetings and pre-work conferences, interpretation of plans, coordination of testing, approving vouchers, site visits, providing monthly estimates, reviewing pay requests, record keeping, providing recommendations of work quality, preparing change orders, and reviewing daily reports.

Task assumes additional time for administration of water main-related items during construction.

#### **TASK 5 – AS-BUILTS**

Engineer will provide water main as-built drawings according to contract and provide survey benchmarks, CADD files, pdf files, and design data for structures as needed.

Survey shots on reconstructed water main elements will be noted in the plans to be required by the Contractor and are therefore not included as a part of this Scope of Services.

Water line reconstruction under project PC-0760 and the new water main to be designed and constructed concurrently will be combined into one as-built deliverable.

#### **TASK 6 – CONSTRUCTION INSPECTION**

Inspection services to be provided by Public Works Inspection Services.

#### **WC-1077 SCOPE OF WORK (FUNDED BY OCVUT)**

In conjunction with the Cemetery Road improvements project PC-0760, Oklahoma City Water Utilities Trust would like construct approximately 850 feet of 16-inch water main to connect two existing water main segments generally located on the east side of Cemetery Road between NW 10th Street and Reno Avenue.

The following describes professional engineering services in Amendment 1 to design the new length of water main.

#### **TASK 2 – FINAL PLANS AND SPECIFICATIONS**

##### **Water Main Design**

Design of new water main is anticipated to begin just north of the Trinity Baptist Church driveway and extend north approximately 850 feet.

Design will include callouts for fittings, joint restraint, hydrants, valves, and water main casing pipe. Northing and easting coordinates will also be called out for fittings, casing pipe ends, hydrants, and valves.

Long and short water services will be included in plans.

### Design Plans

The following 11" x 17" plans are anticipated to be included in the construction plan set:

- Water Main Pay Item Summary and Notes (1 sheet)
- Water Main Quantity Summary Sheets (1 sheet)
- Water Main Plan and Profile Sheets (5 sheets)
- Water Main Standard Detail Sheets

### Survey

- Survey shots of potholed utilities.
- Potholing to be provided by Consultant.

### Estimates

Cost estimates will be developed at each design submittal (60%, 90%, and 100% submittals).

### Coordination and Meetings with OCWUT

Meetings for new water main will coincide with water line reconstruction plans on Project PC- 0760.

### **TASK 3 - BIDDING**

Engineer will provide bidding services for water main related items according to contract including the following:

- Answer questions during bidding and prepare addenda
- Evaluate bids and prepare recommendation of award
- Prepare plan revisions

### **TASK 4 – CONSTRUCTION ADMINISTRATION AND MANAGEMENT**

Engineer will provide construction administration according to contract including coordinating meetings and pre-work conferences, interpretation of plans, coordination of testing, approving vouchers, site visits, providing monthly estimates, reviewing pay requests, record keeping, providing recommendations of work quality, preparing change orders, and reviewing daily reports.

Task assumes additional time for administration of water main-related items during construction.

### **TASK 5 – AS-BUILTS**

Engineer will provide water main as-built drawings according to contract and provide survey benchmarks, CADD files, pdf files, and design data for structures as needed.

Survey shots on new water main elements will be noted in the plans to be required by the Contractor and are therefore not included as a part of this Scope of Services.

Water line reconstruction under project PC-0760 and the new water main to be designed and constructed concurrently will be combined into one as-built deliverable.

### **TASK 6 – CONSTRUCTION INSPECTION**

Inspection services to be provided by Public Works Inspection Services.

**ADDITIONAL SERVICES – POTHOLING**

Potholing services will be provided by Sidewinder to identify existing water line locations and depths as well as verify potential conflicts.

X. Amend **EXHIBIT B – COMPENSATION** to read as follows:

**EXHIBIT B  
COMPENSATION  
PROJECT NO. PC-0760  
ROADWAY WIDENING**

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 \$627,720 (an increase of \$100,330), which includes: for Basic Services an amount not to exceed \$495,330 (an increase of \$89,610), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$132,390 (an increase of \$10,720), as specifically set forth in Exhibit E.

B.I. Basic Work and Services  
PC-0760 – \$405,720

Compensation for basic services may not exceed \$405,720, 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:  
\$151,930

Completion and recommendation by the City Engineer for approval by the Trust of the Preliminary Report for the project.

The breakdown for Task 1, Preliminary Report Services is as follows:

Survey	\$20,000
Preliminary Design Report and Estimates	\$90,710
Box Culvert Hydrology and Hydraulics	\$ 7,750
Geotechnical Investigation (Terracon)	\$15,200
Traffic Data Collection and Analysis	\$18,270

Task 2 an additional amount not to exceed:  
\$207,160

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

Task 3 an additional amount not to exceed:  
\$16,310

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$18,900

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:  
\$11,420

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

B.II. Basic Work and Services  
**WC-1078 - \$43,027 (added by Amendment No. 1)**

Compensation for basic services may not exceed \$43,027, 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:  
(Not required for this Project)

Completion and recommendation by the City Engineer for approval by the Trust of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:  
\$26,284

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

Task 3 an additional amount not to exceed:  
\$3,935

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$5,128

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:  
\$7,680

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

B.III. Basic Work and Services  
**WC-1077 – \$46,583 (added by Amendment No. 1)**  
**Funded by OCWUT**

Compensation for basic services may not exceed \$46,583, 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:  
(Not required for this Project)

Completion and recommendation by the City Engineer for approval by the Trust of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:  
\$31,954

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

Task 3 an additional amount not to exceed:  
\$1,821

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$5,128

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:  
\$7,680

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

Task 6 an additional amount not to exceed:  
(To be provided by The City)

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

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

**EXHIBIT E**  
**ADDITIONAL SERVICES**  
**PROJECT NO. PC-0760**  
**ROADWAY WIDENING**

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. 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. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the Trust's own forces, which work or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing architectural and testing laboratories that have annual on-call contracts with the Trust, beyond basic services requirements.
7. Produce miscellaneous presentation materials beyond Basic Services requirements.
8. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
9. Provide staking of right-of-way for right-of-way acquisition purposes.
10. Prepare documents required for right-of-way/easement acquisitions.

**10 parcels at \$2,000 per parcel for a total of \$20,000 (an increase of \$4,000)**

- a. Eight parcels for Projects PC-0760/WC-1078 for a total of \$16,000
- b. Two parcels for Project WC-1077 for a total of \$4,000 (to be paid by OCWUT)

- 11. Provide right-of-way/easement acquisition services. **\$68,000 lump sum**
- 12. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each) **\$6,210 Lump Sum**
- 13. Provide design required for the selection, procurement, installation and approval of Public Arts.
- 14. Provide survey for design changes beyond basic services requirements.
- 15. Traffic Signal Plans (One Signal) **\$17,720**
- 16. Traffic Signal Plans (Additional Signal) **\$13,740**
- 17. Potholing (**added by Amendment No. 1**) **\$6,720 - WC-1077 Only**

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$132,390 (an increase of \$10,720). 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 City Engineer. 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.



**IN WITNESS WHEREOF**, this Amendment was approved and executed by The Oklahoma City Water Utilities Trust this 15TH day of AUGUST, 2023.

**THE OKLAHOMA CITY WATER UTILITIES TRUST**

**ATTEST:**

Amy K. Simpson  
Secretary



Joe Cook  
Chairman





### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Messer-Bowers Company</b>		NAMED INSURED <b>Poe &amp; Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City, OK 73118</b>	
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:**  
 Re: PC-0760 Roadway Widening  
 Certificate Holder is included as Additional Insured for General Liability(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.