

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

This assignment and 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", Johnson & Associates, Inc. herein called "Johnson & Associates, Inc." and Johnson & Associates, LLC herein called "Johnson & Associates, LLC".

WITNESSETH:

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

Project No. WC-0876
Atoka Pipeline Raw Water Transmission Line; and

WHEREAS, the City engaged the services of Johnson & Associates, Inc. for design and all other engineering services related to construction of a segment of the Atoka Pipeline raw water transmission line Canadian River to Konawa (10.5 miles); and

WHEREAS, subsequent to the execution of the original contract and due to recent cost increases, it has been determined to be in the best interest of the Trust to allow for an increase in fees to provide services for the remainder of the project; and

WHEREAS, the Trust was also made aware of Johnson and Associates, Inc. recent name change to Johnson and Associates, LLC, therefore, it is necessary to assign the contract; 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 \$1,912,700 for engineering services

For Amendment No. 1:

Not to exceed \$1,425,940 for engineering services

Total Amended Contract:

Not to exceed \$3,338,640 for all services (an increase of \$1,425,940); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

- I. Johnson & Associates, Inc. hereby assigns and Johnson & Associates, LLC, accepts an assignment of all Johnson & Associates, Inc.'s rights, titles, and interest in and to the above described Contract for Engineering Services entered into by and between The City and Johnson & Associates, Inc. under the date of April 5, 2016, and Johnson & Associates, LLC hereby consents to and agrees to be bound by the aforesaid Contract.
- II. It is expressly understood by the parties hereto that Johnson & Associates, LLC has assumed all obligations under the Contract for Engineering Services for and on behalf of Johnson & Associates, Inc.. The parties further agree the City nor the Trust shall have any further monetary obligation whatsoever to Johnson & Associates, Inc. under the Contract or for services rendered except for services rendered prior to this Assignment and amounts invoiced by Johnson & Associates, Inc. up to the effective date of this Assignment for services rendered regardless of when services were rendered and the City nor the Trust shall have any monetary obligation whatsoever to Johnson & Associates, LLC under the Contract or for services rendered prior to the effective date of this Assignment.
- III. Johnson & Associates, LLC acknowledges the professional service provided by Johnson & Associates, Inc. and accepts the responsibility to perform the services set forth in this Assignment. Johnson & Associates, LLC agrees that it will not bill and will not be compensated under this Assignment for performing services previously performed by Johnson & Associates, Inc. even though the services to be provided by Johnson & Associates, LLC will build upon and rely on the services provided by Johnson & Associates, Inc.. If Johnson & Associates, LLC needs to verify or validate any data or conclusions compiled, created or developed by Johnson & Associates, Inc., Johnson & Associates, LLC will perform such verification or validation or re-perform such services without additional compensation from the City except as provided in this Assignment.
- IV. Upon the effective date of this Assignment, wherever the term "Design Engineer" shall appear in the Contract as amended, the term shall hereinafter, unless the contents clearly indicate otherwise, mean and refer to Johnson & Associates, LLC.
- V. The effective date of this Assignment will be the date this Assignment is approved by formal action of the City.
- VI. 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 an increase in fees to provide services for

the remainder of the project); including Exhibit A, and including but not limited to the following:

VII. 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 \$3,338,640 (an increase of \$1,425,940), which includes: for Basic Services an amount not to exceed \$3,136,140 (an increase of \$1,425,940) 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 \$150,000 as specifically set forth in Exhibit E, attached hereto and incorporated herein.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. WC-0876
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 \$3,338,640 (an increase of \$1,425,940), which includes: for Basic Services an amount not to exceed \$3,136,140 (an increase of \$1,425,940) as specifically set forth in this Exhibit B – Compensation and as specifically set forth in Exhibit B-1 – Compensation Fee Schedule; and, for Additional Services an amount not to exceed \$150,000, as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$3,136,140 (an increase of \$1,425,940), 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	Johnson & Associates, Inc.	Contract Duration	
Project Number	WC-0876	Work Order	Task
Project Description	South Canadian River to Konawa Pump Station	1	1
		2	2
		3	3A
Estimated Construction Cost (Per Solicitation)	\$ 32,000,000	4	3B and 3C
Total Project Length (miles)	10.5	5	4
		5	5
			Upon completion of the punchlist

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.
4	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.
5	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.
6	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.
7	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.
8	For Options 2 - 5, the spreadsheet is configured so that the fees provided for Tasks 3 - 5 are PER EACH bid package. For instance, the fees provided in Option 2 for Task 3A should be the cost necessary for preparation of final plans for one of the two bid packages. A multiplier for the number of bid packages in the option will be used to calculate the total cost for the tasks under that option.

Task	Description	Original Contract Amount	Amendment No. 1 Increase/Decrease	Revised Contract Amount	Notes
1	Preliminary Design Services				
1A	35% Plans & Easement & Access Route Requirements to and along to project site	\$ 290,000		\$ 290,000	Work Order 1
	Number of Locations				
1B	Utility Verification (Potholing per Location)	\$ 25,000		\$ 25,000	Work Order 1
1C	Survey Verification	\$ 10,000		\$ 10,000	Work Order 1
1D	Survey Allowance	\$ 25,000		\$ 25,000	Work Order 1
	Number of Boreholes				
1E	Geotechnical Investigation Pre-Construction Boreholes and Soil Testing	\$ 95,200		\$ 95,200	Work Order 1
	Corrosion Investigation Pre-Construction Boreholes and Corrosion Testing				
1F	Investigation and Design	\$ 75,000		\$ 75,000	Work Order 1
	SUBTOTAL FOR TASK 1	\$ 520,200	\$ -	\$ 520,200	
2	65% Design Services				
2A	65% Plans (including ROW plans) and Specifications and Engineering Report	\$ 350,000		\$ 350,000	Work Order 2
2B	Preparation of Procurement Quantities for 66-Inch Pipe	\$ 30,000		\$ 30,000	Work Order 2
2C	Preparation of Procurement Quantities for 72-Inch Pipe	\$ 30,000		\$ 30,000	Work Order 2
	Number of Instruments				
2D	Easement/ROW Services Preparation of Easement Instruments	\$ 60,000		\$ 60,000	Work Order 2
2E	Staking of Right of Way/Easement	\$ 42,500	\$ 12,000	\$ 54,500	Work Order 2
	SUBTOTAL FOR TASK 2	\$ 512,500	\$ 12,000	\$ 524,500	
	SUBTOTAL FOR TASKS 1 AND 2	\$ 1,032,700	\$ 12,000	\$ 1,044,700	
3	100% Plans and Specifications and Bidding Services (Notice of Pipe size selection will be given)				
3A	100% Plans	\$ 165,000		\$ 165,000	Work Order 3
3B	Final Bidding Documents (Plans and Specifications)	\$ 25,000		\$ 25,000	Work Order 4
3C	Bidding Services	\$ 10,000		\$ 10,000	Work Order 4
	SUBTOTAL FOR TASK 3	\$ 200,000	\$ -	\$ 200,000	
4	Construction Administration and Inspection Services				
4A	Construction Administration Services (includes pipe lay schedule)	\$ 145,000	\$ 43,500	\$ 188,500	Work Order 5
	Number of Plant Visits				
4B	Pipe Plant Inspection	\$ 15,000	\$ 4,500	\$ 19,500	Work Order 5
	Construction Time (Months)				
	Resident Inspection Services Includes Delivery (Chain of Custody) and Construction Inspection	\$ 340,000	\$ 1,356,940	\$ 1,696,940	Work Order 5
	SUBTOTAL FOR TASK 4	\$ 500,000	\$ 1,404,940	\$ 1,904,940	
5	As-Building Services				
5	As Built Drawing Services	\$ 30,000	\$ 9,000	\$ 39,000	Work Order 5
	SUBTOTAL FOR TASK 5	\$ 30,000	\$ 9,000	\$ 39,000	
	SUBTOTAL FOR STANDARD TASKS	\$ 1,045,000	\$ 52,500	\$ 1,097,500	
	SUBTOTAL FOR TASKS 1 - 5	\$ 1,762,700	\$ 1,373,440	\$ 3,136,140	
	ADDITIONAL SERVICES	\$ 150,000	\$ -	\$ 150,000	
	TOTAL FEE	\$ 1,912,700	\$ 1,425,940	\$ 3,338,640	

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EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-0876
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 \$150,000. 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 Johnson & Associates, Inc., and Johnson & Associates, LLC 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 assignment and amendment was executed and approved by the Johnson & Associates, Inc. this _____ day of _____, 20__.

ATTEST:

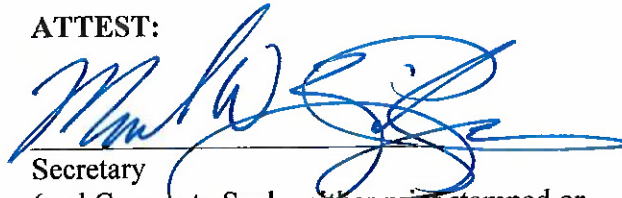

Secretary
(and Corporate Seal – either print stamped or embossed – if embossed, must be leaded sufficiently to be visible in a PDF file reproduction)

JOHNSON & ASSOCIATES, INC.


President

IN WITNESS WHEREOF, this assignment and amendment was executed and approved by the Johnson & Associates, LLC this _____ day of _____, 20__.

ATTEST:


Secretary
(and Corporate Seal – either print stamped or embossed – if embossed, must be leaded sufficiently to be visible in a PDF file reproduction)

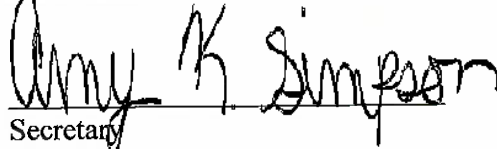
JOHNSON & ASSOCIATES, LLC


President

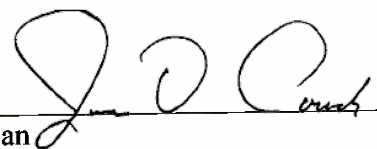
IN WITNESS WHEREOF, this assignment and amendment was approved and executed by the Oklahoma City Water Utilities Trust this 5TH day of NOVEMBER, 2024

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:


Secretary




Chairman

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REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

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

ATTEST:

Amy K. Simpson
City Clerk



Daryl Holt
Mayor

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/26/2024
PRODUCER Alexandria Newton 2524 N Broadway #557 Edmond, OK 73034		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Johnson and Associates, LLC 1 East Sheridan Avenue, Suite 200 Oklahoma City, OK 73104		INSURERS AFFORDING COVERAGE
		INSURER A: American National Insurance
		INSURER B: CompSource Mutual
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR	ADD'L	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD							
A		GENERAL LIABILITY		3501X0003	09/02/2024	09/02/2025	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 4,000,000
		<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY		3501C0001	09/02/2024	09/02/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS						
	NON-OWNED AUTOS							
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY		3501E0090	10/17/2024	10/17/2025	EACH OCCURRENCE	\$ 9,000,000
	X	OCCUR	<input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 9,000,000
								\$
		DEDUCTIBLE						\$
		RETENTION	\$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		03576878 24 1	06/01/2024	06/01/2025	X WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS The City of Oklahoma City and it's participating trusts are named additional insureds without reservation or restriction on liabilities policies as required by contract. The coverage listed with American National Insurance has a \$1,000.00 deductible. The City of Oklahoma City Project is WC-0876- Atoka Pipeline. Waivers of subrogation apply on Workers Compensation, General Liability and Auto Liability coverage required by written contract and allowed bt state law.								

CERTIFICATE HOLDER

The City of Oklahoma City The City's Participating Public Trusts 420 West Main Street Oklahoma City, OK 73102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Alexandria Newton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.