

AMENDMENT NO. 2 TO CONTRACT FOR PROFESSIONAL ENGINEER SERVICES

This Amendment is made and entered into by and between the Oklahoma City Water Utilities Trust, a municipal Trust (“Trust”), herein called the “Trust”, and Smith Roberts Baldischwiler, LLC, herein called the “Engineer”.

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into the Contract on December 5, 2023 as follows:

PROJECT NO. W000TE-A/S000TE-A INDEPENDENT ENGINEER TO SERVE THE OKLAHOMA CITY WATER UTILITIES TRUST; and

WHEREAS, the City of Oklahoma City (“City”) owns and operates and the Trust leases and finances a water supply procurement, storage, treatment, delivery and billing system for the central Oklahoma area (“water system”); and

WHEREAS, the City owns and operates and the Trust leases and finances a sewer and wastewater collection, transmission, treatment, disposal and billing system for the central Oklahoma area (“sewer system”); and

WHEREAS, the City owns and operates and the Trust leases and finances a recycled water system; and

WHEREAS, the City operates and the Trust leases and finances a solid waste system; and

WHEREAS, the Trust is charged with the responsibility to engage engineers for the purpose of preparing such preliminary and detailed studies and designs as may be required for the operation, expansion, and maintenance of these systems; and

WHEREAS, the Engineer performs certain engineering and program management services and report directly to the Trust; and

WHEREAS, it is imperative that the Trust be supplied with certain professional services in accordance with the Bond and Trust Indenture; and

WHEREAS, subsequent to execution of the original contract, it was determined to re-allocate funds from Program Management Services to the Basic Services portion of the Contract in which work orders are derived from; and

WHEREAS, subsequent to execution of the original Contract, it has been determined that a contract amendment is required to clarify certain information within the Original Contract and Amendment No. 1, in addition to adding the Scope of Work and fees for Calendar Year 2025; and

WHEREAS, the original Contract was intended to be a Calendar Year contract, however Amendment No. 1 inadvertently made references to fiscal years; and

WHEREAS, rates are being increased in accordance with the Consumer Price Index; and

WHEREAS, rates in effect at the time of task order issuance must be used throughout the life of that project; and

WHEREAS, furthermore, it has been determined to be in the best interest of the Trust to incorporate Right-of-Way services into Program Management Services; and

WHEREAS, it has also been determined to be in the best interest of the Trust to include positions for an Engineer-In-Training and Civil Engineer III to provide necessary services to the Trust; and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

- I. The Contract between the parties is intended to be a Calendar Year contract. All references to “fiscal year” in the Contract or Amendment No. 1 are hereby replaced with Calendar Year.
- II. Amend Paragraph 2. **Professional Services**, to read as follows:

Professional Services. The professional services to be rendered by the Engineer pursuant to this Contract shall consist of, but not be limited to, the following:

Consulting Services:

- a. To serve as Engineer of Record in accordance with the Trust Indenture and Bond Indenture for the period covered by this Contract.
- b. Provide continued maintenance of the files and records of design and construction phases of construction projects completed by the Engineer under this agreement, to include all plans, specifications, shop drawings, equipment submittals, reports and other matters of record.
- c. Maintain availability of competent, experienced professional personnel familiar with all phases of design and construction of all systems operated by the Trust.

- d. Provide services required for projects, improvements and extensions, including investigations, reports, surveys, plans, specifications, contract documents, and inspection when authorized by the Trust.
- e. Provide such other inspection, surveys, studies, recommendations, procedures, improvements, repairs, replacements, maintenance, or other action as authorized by the Trust for the benefit of all systems.
- f. Regularly review the maintenance, operation, and integrity of the systems and recommend such studies, surveys, inspections, procedures, improvements, repairs, replacements, maintenance, or other action to be taken by the Trust for the benefit of the systems.
- g. Prepare preliminary and detailed studies, cost estimates and feasibility reports as authorized by the Trust.
- h. Provide non-CIP Right of Way Services such as acquisitions, title and appraisal services. (added by Amendment No. 2)

Program Management Services:

- a. Develop plans and specifications for projects required for maintenance and operation only of the Trust's systems.
- b. Provide professional services and analysis regarding litigation, claims, and interest in real property.
- c. Review fees and charges for all the Trust's systems.
- d. Provide Certifications as required by the Trust Bond Indentures.
- e. Monitor Capital Improvement Program activity.
- f. Assist, as directed by the Trust, in developing a Master Plan for all systems.
- g. Such additional services as may be authorized by the Trust. (to be removed by Amendment No. 2)
- h. Develop preliminary plans and specifications, where the total fee does not exceed \$1,250,000 per calendar year and the fixed limit of construction shall not exceed \$2,000,000 per project.
- i. Provide CIP Right of Way Services such as acquisitions, title and appraisal services. (added by Amendment No. 2)
- j. Provide Project Management Services. (Added by Amendment No. 2)

III. Amend Paragraph 2.1. **Consulting Services**, subparagraph B. to read as follows:

- B. Perform services related to design, bid, construction administration, inspection, and as-built services for projects required for the respective trusts/authority systems. This shall be limited to projects where the total fee does not exceed \$1,250,000 (per calendar year and the fixed limit of construction shall not exceed \$2,000,000 in estimated construction cost.

IV. Amend Paragraph 2.2 **Program Management Services**. to read as follows:

Provide annual OCWUT capital improvement plan management services as outlined in Exhibit A, not to exceed \$2,100,000 (an increase of \$1,100,000).

V. Amend Paragraph 5. **Fees**,. to read as follows:

- a. For Professional Services as outlined in paragraph 2. **Professional Services**, subparagraphs (a) thru (h) for Consulting Services of this Contract, the Engineer shall be compensated for all associated Direct Non-Salary Expenses and for all Professional Services based upon the Engineering Fee Computation Formula.
- b. For Professional Services as outlined in paragraph 2. **Professional Services**, subparagraphs (a) thru (j) for Program Management Services of this Contract, the Engineer shall be compensated for all:
 - (1) Associated Direct Non-Salary Expenses; and
 - (2) The maximum annual engineering fee (including Reimbursable Expenses) for work and/or services performed under this Contract shall not exceed a total fee of \$2,100,000 (an increase of \$1,100,000) per calendar year and the fixed limit of construction shall not exceed \$2,000,000 per project.

VI. Amend the Original Contract and Amendment No. 1 by adding “**EXHIBIT A – SCOPE OF WORK (ADDED BY AMENDMENT NO. 2)**”, attached hereto and incorporated by reference.

**Exhibit A – Scope of Work
(Added by Amendment No. 2)**

In addition to the Professional Services outlined in Paragraph 2, the Engineer hereby agrees that it will perform the following services required for the development and implementation for consulting and program management services.

1. CONSULTING SERVICES

- a) Work executed under Consulting Services shall be task order based.
 - i) Consultant shall prepare a proposal that contains a detailed scope of work, fee with hourly breakdown, proposed staffing plan, and schedule.

- ii) Consultant shall submit the scope, fee, and schedule to the Trust for review and approval.
- b) Overall project management and progress reporting for consulting services:
 - i) The Engineer shall provide project management and progress reporting functions.
 - ii) Monthly Progress Reporting: The Engineer shall prepare and submit to Trust monthly invoice packets, including the following:
 - (1) A cover letter providing general project status for each active task order, progress completed during the invoice period for each task order, overall percent complete for each task order, planned activities for the upcoming month, information requests, action items required to be addressed by the Trust, schedule status with any applicable delays, and a list of potential scope adjustments.
 - (2) Monthly invoice.
 - (a) The monthly invoice must show the personnel and their billed hours for each task order and each CIP Program Management task.
 - (3) Updated project schedules.
 - (4) Provide a monthly financial status report for each activity. Identify if an activity is projecting to exceed the planned budget and prepare a corrective action plan for review and approval by the CIP Manager. Submit each month with the invoice.
 - iii) Potential Scope Adjustment Register: The Engineer shall maintain a potential scope adjustment (PSA) register. In the event there is consideration given for changes to the Project's scope of work, Engineer will develop and present PSAs with the next monthly invoice transmittal.
 - (1) Engineer shall itemize the potential changes detailing the anticipated cost impact to the Engineer's contract and the Project's construction cost.
 - (2) Engineer shall detail impacts, if any, to the project schedule.
- c) Each task order shall include:
 - i) Quality Assurance and Quality Control: The design documents for each task order shall be reviewed by Engineer's technical advisors and/or senior technical staff for quality assurance and quality control (QA/QC) purposes prior to delivery to the Trust.
 - (1) Engineer QA/QC reviews of each deliverable shall be completed prior to submitting to the Trust for review. A concurrent QA/QC review with the Trust shall not be permitted without prior written approval from the Trust.
 - (2) Results of the reviews shall be maintained by the Engineer in its records files until completion of the Project. The results of the QA/QC review shall be incorporated into the Final Design Documents.
 - ii) Schedule: Engineer shall provide a detailed schedule for execution of each task order prior to the project kickoff meeting or commencing work.
 - (1) Schedule shall allow for Trust review periods of at least two (2) weeks.
 - (2) Schedule shall include tentative dates for major review meetings.
 - (3) Schedule shall be updated monthly based on progress.
- d) OCWUT Non-CIP Right-of-Way/Easement and Property Management Services

- i) Engineer will provide a right-of-way/easement and Property Management Specialist upon request at the rate specified in Exhibit C. Engineer will also provide other related services upon request at a fee to be determined based on the exact scope. These services will be at the direction of the Trust and will include Appraisal Services, Acquisition and Negotiation Services, Title Services, Property Management Services, and other related services in the best interest of the Trust, at the direction and by the approval of the General Manager or CIP Manager.

2. PROGRAM MANAGEMENT

Activity 1: OCWUT Capital Improvement Plan (CIP) Management Services

- a) Review, update, and maintain CIP in Primavera (P6) Portfolio Management for Water, Sewer, and Solid Waste:
 - i) Incorporate and update the 40-year CIP into P6.
 - ii) Develop and maintain the 5-year and 10-year forecasted CIP in Primavera P6.
 - iii) Develop and provide as requested by the General Manager or CIP Manager, an exported file in MS Excel or other format as required to submit for use by the Financial Consultant in updating the OCWUT 5, 10, and 40-year CIP model.
 - iv) Utilize the standard project template for all new projects.
- b) Meetings:
 - i) Coordinate and lead weekly CIP project manager update meetings.
 - (1) Update the project status report.
 - (2) Create an action item list to distribute to all attendees within one business day of the meeting.
 - (3) Maintain an action item log
 - (4) Coordinate the development of a CIP Update list for General Manager meetings up to two times per month.
 - ii) Attend CIP update meetings with the General Manager and CIP Manager
 - (1) Attend preparation meeting with Engineering Staff and revise the project status report prior to the meeting with the General Manager.
 - (2) Update the project status report during the General Manager CIP update meeting and create an action items list to distribute to all attendees within 1 business day of the meeting.
 - iii) Attend bi-weekly Trust Engineer coordination meeting.
- c) Provide schedule reviews for projects selected by the CIP Manager.
 - (1) Trust Engineer or its subconsultant will review the baseline construction schedule submitted in P6 format and provide comments to project manager for communication to design engineer and contractor.
 - (2) Trust Engineer or its subconsultant will review the monthly construction progress update submittal in P6 and provide comments to project manager for communication to design engineer and contractor.
- d) Updates to the Capital Spenddown Report (CSR) and Facility Fund Transfer Report (FFT):
 - i) Build out Financial Tracking in P6 in 2022

- ii) Facility Fund Transfer Report
 - (1) Review monthly Facility Fund Transfer (FFT) report for Water, Sewer, and Solid Waste.
 - (2) Incorporate monthly FFT transactions into P6.
 - (3) Reconcile FFT and P6.
 - (4) Provide a monthly P6 financial transaction report to the CIP Manager in Microsoft Excel format.
- e) Develop and review 24-month CIP report:
 - i) Prepare a draft 24-month lookahead CIP report each month for review by the CIP Manager and update based on review comments.
 - ii) Issue draft 24-month lookahead CIP report to Raw Water Design Manager, Asset Manager, CIP Manager, and Engineering Manager.
 - iii) Update P6 based on review comments.
 - iv) Prepare a revised draft 24-month lookahead CIP report and submit to CIP Manager.
 - v) Attend a monthly review meeting with Finance staff and update P6 based on review comments.
 - (1) Create and maintain an action item log.
- f) P6 Customization, training, and software:
 - i) Continue the development of the CIP utilizing Primavera P6. P6 will continued to be customized to capture both Project Management activities and financial budget and expenditures. The P6 CIP will serve as the primary program management tool. Other MS Excel files will gradually be phased out for the master Oracle database within the P6 platform. Primavera P6 and associated oracle database files will be maintained on OCWUT servers. Licenses will be updated under OCWUT/City.
 - ii) Training for the CIP Manager and designated representatives will be provided for Primavera P6 and Oracle. The purpose of these workshops will be to provide a general overview of Primavera P6 and working knowledge of how to access and view reports and data.
- g) Develop and maintain CIP prioritization and optimization platform and dashboard.
 - i) Develop Risk Scores
 - (1) Guide the OCWUT in understanding the risk and consequence of failure scenarios for the projects and programs defined in the CIP and designate appropriate scores for the projects. This effort will be completed during an initial 2-hour virtual meeting and up to 5 additional 90-minute virtual meetings to help OCWUT work through all the projects.
 - (2) Assist OCWUT staff with examples of scoring the following items:
 - (3) Score LOF before and after project is completed.
 - (4) Score COF before and after project is completed.
 - (5) Identify dependent projects that will be impacted by potential project schedule changes; and
 - (6) Identify when potential risk reduction will be realized (throughout project or after completion).
 - (7) OCWUT will determine the final project scores to complete the process.

- (8) Follow-up with staff responsible for completing scoring to assist with any questions and to ensure completion of this task.
- ii) Develop Power BI Dashboards
 - (1) Work with OCWUT to develop dashboards that display results of the prioritization model. Below are some examples of the types of dashboards that will be generated. The Power BI model will include up to 10 dashboards. Unusually complicated dashboards may be supplied as a secondary service.
 - (a) Risk Framework
 - (b) COF Summary
 - (c) LOF Summary
 - (d) Scoring Details
 - (e) Scenario Comparison
 - (f) CIP Reporting
 - (g) Project Explorer
 - (2) On completion of the project scoring, review the results of the scoring. Complete the following activities for the results:
 - (a) Review of project LOF results before and after project is completed.
 - (b) Review of project COF results before and after project is completed.
 - (c) Review of project details
 - (d) A single 1-hour virtual meeting to review results.
- iii) Develop a 10-year Prioritized CIP
 - (1) Consultant will develop an Excel based Tool to prioritize the OCWUT's CIP projects. Consultant will complete the following activities and facilitate three 2-hour calls with the OCWUT to develop and review the following deliverables:
 - (a) Use Excel based Tools to prioritize CIP projects.
 - (b) Set the Tools up to be able to revise project priorities based on budget constraints.
 - (c) One 2-hour virtual meeting with finance to review the model and establish budget constraints.
 - (d) One 2-hour virtual meeting to review draft results.
 - (e) One 2-hour virtual meeting to review final results.
- iv) Training and Guidance Documents
 - (1) Prepare a written Summary User Guide. The Guide will provide basic instruction for navigating the dashboard and describe the procedure for loading and running the prioritization model. Provide a draft Summary User Guide for review and comment and will finalize the Summary User Guide upon receipt of comments. A highly detailed, step-by-step manual is not included in this task.
 - (2) Conduct one 2-hour virtual training workshop for up to 6 members of the OCWUT team. Topics covered will include updating and operating the prioritization model, incorporating model constraints, and evaluation of scenarios. OCWUT is responsible for providing the computers and software required for its participants in the training.
- v) Director and Finance Presentations

- (1) Consultant will prepare and present a summary of the CIP Prioritization and Optimization to the Director and Business Manager. The presentation will cover the 10-year CIP based on the model output, Power BI Dashboards, and demonstration of impact of financial variables on the CIP. The presentation will be completed in-person in Oklahoma City.
- vi) Additional Services as Requested
 - (1) Additional Services shall only be provided upon written and clearly detailed direction of the CIP Manager. A detailed scope of work shall be submitted for review and approval prior to completing any services outside of the above outlined scope of work.

Activity 2: Coordinate with Other City Departments and External Agencies

a) General Coordination

- i) Coordinate projects with other departments to eliminate conflicts or impacts to existing facilities, recently completed projects or proposed projects. A majority of this coordination work will relate to the Public Works General Obligation Bond program but is not limited to the Bond program. Other funds may be sales tax revenue or other department/grant funding.
- ii) In conjunction with the Plan Review task, ensure plans and specifications prepared by other entities either avoid conflicts or comply with OCWUT standard specifications and details if OCWUT assets are relocated or adjusted.
- iii) Coordinate with the following:
 1. Utilities
 2. Public Works
 3. MAPS
 4. Parks and Recreation
 5. Planning and Permit Dept.
 6. Other Trusts, i.e. COTPA, Airport Trust, Zoo Trust
 7. ODEQ
 8. OWRB
 9. Other Municipalities
 10. County Governments
 11. OTA

- b) ODOT Coordination: Coordinate activities with OCWUT and ODOT for projects either initiated by ODOT or by other entities that will potentially impact OCWUT Trust estate and assets. The Trust Engineer will be responsible for the management of this activity per a Standard Operating Procedure (SOP) developed by the Trust and dated 6/15/2021. In general, the responsibility matrix shown below identifies both primary and secondary responsibilities for both the Trust Engineer and Trust.

TASK DESCRIPTION	SRB PRIMARY	OCWUT MANG. PRIMARY	OCWUT PM PRIMARY
Project Identification and General ODOT Coordination			
Coordinate meetings with ODOT 3 or 6 months	X		
Identify possible utilities in ODOT project vicinities	X		
Coordinate with OCWUT on potential project CIP and funding	X		
Determine CIP and Funding source and betterments or system expansion		X	
Participate in Utility relocation Field meetings	X		
ODOT or OCWUT Project determination		X	
Maintain OCWUT /ODOT Tracking Spreadsheet	X		
ODOT Related Project Execution			
Scope and fee development & ODOT Authorization	X	X	
Scope and fee from ODOT Consultant	X		X
Coordinate ODOT engineering approval letter	X		
Coordinate authorizing engineering contract with consultant			X
Design Coordination 30%/65%/90% - 100% PS&E			X
ODOT & OCWUT Utility relocation agreement and authorize funding 65%	X	X	
Bid & Award - if OCWUT managed			X
Submit for ODOT letting - if ODOT managed	X		X
Construction management and administration with consultant			X
Coordinate final project closeout and reimbursement claim submittal	X		

Table 1: ODOT Coordination Responsibility Matrix

- i) The SOP defines the specific activities in the following two categories. Refer to the SOP for details for the activities shown below.
 - (1) Project Identification and General ODOT Coordination
 - (2) ODOT Related Project Execution

Activity 3: Contractor Pre-Qualification Services

- a) Class A, B, and C Water and Wastewater Contractor Prequalification Reviews:
 - i) Provide reviews of Contractor applications for identified pre-qualification classifications.
 - ii) Seventy (70) application reviews during the calendar year are assumed for establishing a basis for this scope of work.
 - iii) Provide approval and rejection recommendations.
 - iv) Prepare agenda items for board meetings.
- b) Coordinate with Public Works staff quarterly on Pre-Agenda and Final Agenda.
- c) Support Private Development in the administration of the Class D Water Meter Contractor Prequalification process.
 - i) Fifty (50) application reviews during the calendar year are assumed for establishing a basis for this scope of work.
 - ii) Complete a technical review of the application.
 - iii) Provide a recommendation to Private Development with any deficiencies. Private Development staff will coordinate with the Public Works Prequalification Officer on notification to the applicant on acceptance or rejection and/or supplemental information.
 - iv) Incorporate these recommendations into the overall OCWUT Prequalification recommended agenda.

- d) Coordinating with Public Works and Contractor Applicants to facilitate the prequalification process. Attend monthly meetings with the Engineering Manager, OCWUT General Manager and the Pre-Qualification Board meeting. Attend any special meetings with the Municipal Counselor, or other as directed by the Engineering Manager.

Activity 4: Review Plans from other Departments and Agencies

- a) Conduct Public Works plan reviews for the Utility Department (water and wastewater systems)
 - i) G.O. Bond Program projects.
 - ii) Sales Tax Program projects.
 - iii) On-Call/Maintenance projects.
 - iv) Parks and Recreation projects (trails and parks).
 - v) MAPS projects.
 - vi) Public Works Private Development.
 - vii) Other internal and external agencies as requested by the CIP Manager.
- b) Participate in Public Works Plan Review Meetings (30-60-90/100 percent review meetings)
- c) Participate in Public Works Utility Coordination Meetings
- d) Track progress in ACELA and update LFR Tracking spreadsheet
- e) Ensure plans and specifications comply with OCWUT standards.
- f) Coordinate with Engineering Staff regarding the scope of work, to create project numbers, assign a project manager (if needed), ensure compliance with existing memorandum of understanding (MOU) or the need to establish a new MOU.
- g) Provide an update during the bi-weekly Trust Engineer update meeting with Engineering Staff.

Activity 5: CIP Plan Review Support

- a) Review of OCWUT CIP Projects as directed by the CIP Manager. The primary focus of the reviews shall be:
 - i) Adherence to OCWUT standards.
 - ii) Conformance and consistency
 - iii) Adherence to OCWUT CAD Standards

Activity 6: Product Reviews Committee

- a) Provide comprehensive reviews of products and materials submitted by Manufacturers or Contractors for consideration of pre-approved status for construction projects. Document these reviews and provide product information and recommendations to OCWUT.
- b) Organize, facilitate, and document Manufacturer presentations of products.
- c) Organize and facilitate a committee to make recommendations of whether to allow or reject products that have been reviewed. Document decisions made by the committee.
- d) Monthly update to the Preapproved Materials Checklist and presentation to OCWUT.
- e) Monthly update to the Preapproved Materials Special Provision and submittal to OCWUT Support.

Activity 7: Quality Management System Development

- a) Conduct up to three (3) Specification reviews and updates as determined by OCWUT and directed by the CIP Manager.
- b) Design Manual review, update, and implementation.
- c) Provide up to five (5) Standard Detail reviews and updates as determined by OCWUT and directed by the CIP Manager.
- d) Review and develop up to six (6) Standard Operating Procedures (SOPs) as determined by OCWUT and directed by the CIP Manager.
- e) Prepare process flow charts for existing and new SOPs as directed by the CIP Manager.

Activity 8: CIP Right-of-Way/Easement and Property Management Services (added by Amendment No. 2)

- a) Provide Property Management and Right-of-Way/Easement Services for CIP related tasks upon request.
- b) Basic Services: The Trust Engineer is hereby engaged by OCWUT to perform CIP-related Appraisal Services, Acquisition and Negotiation Services, Title Services, Property Management Services, and other related services in the best interest of OCWUT, at the direction and by the approval of the General Manager/CIP Manager. These services are established based on estimated limits of work and compensation. Approval from OCWUT is required if either are exceeded. The work as set out herein, shall include but not be limited to the following:
 - c) Appraisal Services
 - i) Perform an appraisal of each parcel, utilizing qualified and experienced personnel approved in advance by OCWUT.
 - ii) Make a detailed inspection of the properties and make such investigations as are necessary to derive sound conclusions for the preparation of appraisal reports.
 - iii) All appraisals will be prepared in accordance with State law and acceptable appraisal standards, and in accordance with judicially recognized methods of property evaluation.
 - iv) Each written appraisal will be reviewed, and sufficient copies submitted to OCWUT for authorization for the amount of the fair market value offer prior to the initiation of the negotiation process.
 - v) The appraisal reports shall be based upon plans as furnished by OCWUT for said project, showing areas of land and interests therein to be acquired by OCWUT, and showing each parcel designated by a parcel number. Copies of such plans will be furnished by OCWUT to the Trust Engineer, and the individual appraisal report prepared by the Trust Engineer shall make use of the parcel number for proper reference. The Trust Engineer shall review the project plans, including field reconnaissance for items such as property lines, improvements, out conveyances, etc., to familiarize the Trust Engineer with the project scope.
 - vi) Ensure that all appraisals comply with the Uniform Standards of Professional Appraisal Practice (USPAP) as pertains to limited restricted and/or mass appraisals.
 - vii) These services can be provided upon request and a fee will be determined based on the exact scope.

d) Acquisition/Negotiation Services

- i) Provide value find/appraisal waiver for non-complex acquisitions as necessary.
- ii) Perform abstracting and title search services through a search of courthouse records to determine ownerships, encumbrances, etc.
- iii) Conduct negotiations, including explanations to each owner regarding the acquisition of the property interest to be acquired and give the owner the opportunity to donate said property or interest therein.
- iv) Conduct negotiations with each owner for the acquisition of the property interest to be acquired and give the owner the opportunity to sell said property or interest therein.
- v) Secure all documentation necessary to convey title to OCWUT and coordinate the examination of title with OCWUT's legal counsel.
- vi) If negotiations with the property owner fail, provide an affidavit to OCWUT stating that the property owner has refused OCWUT's offer.
- vii) Process all documentation for closing through OCWUT and coordinate delivery of settlement checks to property owners (for Federally funded projects)
- viii) Coordinate with OCWUT relocation assistance payments and services as deemed appropriate (for Federally funded projects).
- ix) Attendance at meetings as requested by OCWUT to explain any aspect of the right-of way process.
- x) Coordinate relocation of signs, structures, encroachments, etc., from existing right-of-way/easement as necessary.
- xi) Process Appraised Parcels, Waiver Parcels, and Appraised Governmental Parcels.
- xii) These services are covered under the specified rate for a right-of-way/easement specialist.

e) Title Services

- i) Provide Certified Ownership Listing Preparation on subject properties (the ownership shall include the following):
- ii) Current owner(s), estate (joint tenants, tenants in common, etc.) and address of record.
- iii) Five (5) year chain of title.
- iv) Mortgages and mortgage releases that affect the parcel.
- v) Easements of record.
- vi) Liens, judgments, suits pending, special assessments, or other recorded filings that affect the parcel.
- vii) Perform real estate closings, filings of deeds and instruments, and supply title insurance for real property conveyed to OCWUT.
- viii) Provide "gap check" and re-certification (cover letter) on subject property.
- ix) Provide abstracts of title as needed. Abstracts of title will be subcontracted by the Trust Engineer to a title company in that respective county.
- x) These services can be provided upon request and a fee will be determined based on the exact scope.

f) Property Management

- i) Maintain an inventory of leases with pertinent information about the lease.
 - ii) Maintain an inventory of acquired improvements in new right-of-way/easement, record status of removal, and provide Verification of Clearance/Removal.
 - iii) Prepare an Improvement Status Report identifying any encroachments in present or existing right-of-way/easement and any improvements within the new or proposed right-of-way/easement.
 - iv) Coordinate with the assigned Municipal Counselor regarding potential litigation and other measures.
 - v) Plot any relocation displacements.
 - vi) Coordination and communication, both formal and informal, with lease tenants.
 - vii) Coordinate with Line Maintenance related to encroachments, lack of easement or Right-of-Way, access concerns, or otherwise.
 - viii) These services are covered under the specified rate for a right-of-way/easement specialist.
- g) Staking
- i) The Centerline of Survey or Construction Reference Line for the project is to be sufficiently identified for accuracy in staking the right-of-way/easement.
 - ii) On each parcel of right-of-way/easement on this project, the point of intersection of the proposed right-of-way/easement and each property line shown on the plans is to be set and marked in the field. Additionally, any proposed right-of-way/easement that begins or ends on the existing right-of-way/easement other than at a property line is to have above ground evidence of right-of-way/easement marked in the field.
 - iii) The following color-coding scheme is to be used for flagging lathes and spray painting around PK nails:
 - a. Existing Right-of-Way - blue
 - b. Proposed Permanent Right-of-Way - red
 - c. Temporary Right-of-Way - green
 - d. Easements (utility or channel) - yellow
 - iv) All corners (where the Right-of-Way line intersects a property ownership line), both existing/proposed permanent Right-of-Way and temporary Right-of-Way.
 - v) In/on paved areas - PK nails marked with spray paint, depending on the type of Right-of-Way (approx. 2" diameter circle centered on the PK nail).
 - vi) The lathes used in grassy areas are to be flagged according to the color-coding scheme listed above and are to be marked accordingly.
 - vii) These services can be provided upon request and a fee will be determined based on the exact scope.
- h) Legal Descriptions and Exhibits
- i) Verify the accuracy of the legal descriptions or boundary and prepare conveyance instruments.
 - ii) Prepare Legal Descriptions and Exhibits for permanent and temporary easements, Right-of-Way, or other property as directed by OCWUT.
 - iii) These services can be provided upon request and a fee will be determined based on the exact scope.

- i) Mapping and GIS Services
 - i) Verify the accuracy of the legal descriptions and prepare parcel and or project maps based on ownership and project data.
 - ii) This scope includes forty (40) hours for Mapping and GIS Services to be used as directed by OCWUT.
- j) Condemnation Support
 - i) Assist OCWUT's legal counsel in all condemnation actions required to obtain title to the required right-of-way/easement, including expert testimony as to the fair market value of the property and damages to the remainder, as necessary. This service shall also include all pre- and post-trial activities involved in acquiring title to the property through eminent domain proceedings.
 - ii) These services are covered under the specified rate for a right-of-way/easement specialist.
- k) Relocation Assistance (Federally funded projects)
 - i) Perform real estate acquisition services as directed by OCWUT. The scope of such services shall be as stipulated by OCWUT in a letter of engagement to the Trust Engineer.
 - ii) Provide Letter(s) of Encroachment and/or Notice and Demand to OCWUT as requested.
 - iii) These services are covered under the specified rate for a right-of-way/easement specialist.
- l) Utility Coordination (as requested by OCWUT)
 - i) Identify utility facilities located within each project corridor and meet with utility owner to ascertain information about the facility.
 - ii) Conduct field meetings with each utility owner.
 - iii) Coordinate the development of relocation proposals for final approval by OCWUT, including field surveys to assist in the proposed development and adjustment of facilities.
 - iv) Monitor the relocation of facilities in accordance with project consultant schedules.
 - v) Verify all expenditures for accuracy prior to payment by OCWUT.
 - vi) These services can be provided upon request and a fee will be determined based on the exact scope.
- m) Maintenance of Records
 - i) Maintain a Project Database Program of all project right-of-way/easement services.
 - ii) Develop and maintain permanent records and files regarding all right-of-way/easement activities. All files will be retained and kept in a secure place in the project office of the Trust Engineer until such time as the parcel activities are completed. Upon completion of all parcel activities, the file(s) will be turned over to OCWUT.
 - iii) All records and files shall be made available for inspection by authorized representatives of OCWUT at any time.
 - iv) Maintain project-scheduling information of all right-of-way/easement acquisition activities to show progress on each parcel and project segment against established Milestone Schedules.

- v) Develop and maintain detailed information of all costs associated with right-of-way/easement acquisition and project management.
- vi) Upon completion of the project, the Trust Engineer shall provide all project-related documents in an ordered manner and broken down by parcel.
- vii) These services are covered under the specified rate for a right-of-way/easement specialist.
- n) Permits and Lease Agreements
 - i) Atoka pipeline land permits.
 - a. Assist OCWUT Staff and assigned Municipal Counselor in the review and development of permits for utility crossings, landowner/livestock crossings, drilling permits, ODOT, City, County, and Private roadway and driveway crossings. These services are limited to surface rights only.
 - ii) Other pipeline, Trust Reservation, and right-of-way/easement land permits.
 - a. Assist OCWUT Staff and assigned Municipal Counselor in the review and development of permits for utility crossings, landowner/livestock crossings, drilling permits, ODOT, City, County, and Private roadway and driveway crossings. These services are limited to surface rights only.
 - iii) Lease agreements for Cellular Providers
 - a. Assist OCWUT Staff and assigned Municipal Counselor in the review and development of agreements for placement of equipment on OCWUT property and assets.
 - iv) Railroads
 - a. Assist in obtaining any railroad crossing permits and easement negotiations as directed by OCWUT.
 - b. Assist in obtaining any railroad work zone and flagging permits as directed by OCWUT.
 - v) These services are covered under the specified rate for a right-of-way/easement specialist.
- o) Property Reports and Deliverables
 - i) These services include Appraisal Reports, BIA Appraisal Reports, and Appraisal Reviews.
 - ii) These services are covered under the specified rate for a right-of-way/easement specialist.
- p) Interdepartmental Land Transfer Services
 - i) Coordinate with staff to perform land transfers between City departments.
 - ii) These services are covered under the specified rate for a right-of-way/easement specialist.
- q) Other Right of Way Related Services
 - i) Other right of way related services necessary or requested by OCWUT shall be requested by OCWUT in writing and shall be subject to such terms, conditions and compensation as are agreed upon by both parties.
- r) Reimbursable expenses require prior approval of the General Manager/CIP Manager, and include the following:
 - i) Expenses for courthouse copies and filing fees.

- ii) Expenses for required postage or overnight express mail delivery (outside of Oklahoma City).
- iii) Expenses for automobile mileage (outside of Oklahoma City) at approved IRS rate.
- iv) Expenses for parking lot and turnpike tolls.

Activity 9: Project Management Services (added by Amendment No. 2)

- a) The Consultant will provide up to two (2) full-time-equivalent (FTE) staff, fulfilled by up to four (4) individual staff members to perform project management services for OCWUT. The staff members will consist of Professional Engineers and Engineering Interns. The anticipated responsibilities for a Professional Engineer will be similar to those required of an OKC Civil Engineer III, and anyone in this role must also have extensive project management experience. The anticipated responsibilities for an Engineering Intern will be similar to an OKC Engineer-In-Training, and anyone in this role will only be permitted to perform project management services in support of a Professional Engineer.
- b) The Consultant will provide project management services to assist the OCWUT staff in managing projects, consultants and contractors on assigned projects. A staffing plan will be submitted in writing to OCWUT for approval annually for this activity. Any changes in staffing will also require approval in writing from OCWUT prior to changes.
- c) The Consultant will assist with project delivery with project management services. Requirements include but are not limited to coordination with the OCWUT CIP management staff and other Project Managers, coordinating with consultants on design plan development, coordinating review of design plans, permitting review and coordination, coordination for advertising and bidding of projects, coordination with construction contractors and consultants during the construction phase and coordinating project close-out with Trust support and the OCWUT. The Engineer will provide Project Management staff familiar with OCWUT/City standards, Ordinances, and Standard Specifications for Construction of Public Improvements. Personnel may utilize OCWUT offices and resources to complete the work.
- d) A Civil Engineer III is expected to supervise major engineering and/or capital improvement projects. This level employee is responsible for planning, supervising, and managing all project-related activities of an assigned engineering staff. The knowledge and skills required to efficiently and effectively apply engineering principles and practices to public works projects must be acquired prior to assuming the position. Essential job functions include developing and preparing engineering plans and specifications; developing design requirements; overseeing staff activities; assessing current and completed engineering projects; and performing related duties as required. The employee must also prepare and administer work activity budgets; compile staff reports; and analyze complex engineering studies submitted by private consultants. This classification provides specialized or project-based administrative and supervisory direction to entry and mid-level Civil Engineers (CE II or CE I), consultants, and other engineering-support staff. Direction is received from an administrative superior, usually a Civil Engineer IV or Civil Engineer V.

- e) An Engineer-In-Training is under the direction of an immediate supervisor. The primary purpose of this classification is to provide entry-level engineering operations and project management assistance during the completion of City infrastructure construction projects which may include stie reviews. Essential job functions include designing proposed projects or systems modifications; reviewing construction plans to ensure compliance with City codes, ordinances, standards, and overall project feasibility; and traveling to review the implementation of plans in actual construction. The job involves administrative processing of detailed information, including contracts, and may entail appraising property values and determining specific requirements (i.e., sanitary sewer, easement, etc.) for the completion of engineering projects. Employees in this classification also supervise technical and clerical personnel performing tasks related to specific projects. This classification often serves as an information source for City employees at all levels and the public and is frequently required to render technical advice and opinions with regard to specific projects. Supervision is received from section/division head-level Civil Engineers.
- f) OCWUT staff will provide training and guidance on standard procedures, guidelines and regulations to ensure the personnel are performing the project management services in accordance with OCWUT/City policies. The Engineer will not be required to sign and seal any engineering document nor be considered the engineer of record on any reviewed document. The Engineer will provide project management services commensurate with the existing OCWUT project management and CIP staff.

Activity 10: Miscellaneous

- a) Provide a monthly financial status report for each activity. Identify if an activity is projecting to exceed the planned budget and prepare a corrective action plan for review and approval by the CIP Manager. Submit each month with the invoice.
- b) Provide certification as required by OCWUT Bond Indentures.
- c) Provide additional services as requested by OCWUT. Submit to CIP Manager for review and approval prior to proceeding with any additional services.

- VII. Amend the Original Contract and Amendment No. 1 by adding “**EXHIBIT B – COMPENSATION (ADDED BY AMENDMENT NO. 2)**”, attached hereto and incorporated by reference.

EXHIBIT B
PROJECT NO. W000TE/S000TE
INDEPENDENT ENGINEER TO SERVE
THE OKLAHOMA CITY WATER UTILITIES TRUST

The Engineer shall perform services related to CIP Program Management Services for the respective Trust. This shall be limited to \$2,100,000 (an increase of \$1,100,000) for 2025. The estimated Fee Breakdown for Item 2 – Program Management:

Task ID	Name	Amount
Activity 1A	Review, update, maintain CIP in Primavera	\$250,000
Activity 1B	Meetings	\$120,000
Activity 1C	Provide Schedule Reviews	\$30,000
Activity 1D	Updates to the CSR and FFT Report.	\$30,000
Activity 1E	Develop and Review 24-month CIP Report	\$20,000
Activity 1F	P6 customization, training, and software	\$20,000
Activity 1G	Prioritization and Optimization	\$155,000
Activity 2A	General Coordination with Other Departments & Agencies	\$90,000
Activity 2B	ODOT Coordination	\$10,000
Activity 3	Contractor Pre-qualification Services	\$40,000
Activity 4	Review Plans from Other Departments and Agencies	\$130,000
Activity 5	CIP Plan Review Support	\$40,000
Activity 6	Product Reviews Committee	\$45,000
Activity 7	Quality Management System Development	\$60,000
Activity 8	CIP ROW/Easement and Property Management Services (Added by Amendment No. 2)	\$60,000
Activity 9	Project Management Services (Added by Amendment No. 2)	\$950,000
Activity 10	Miscellaneous Services	\$50,000
Total	Item 2 – Program Management	\$2,100,000

VIII. Amend the Original Contract and Amendment No. 1 by adding “**EXHIBIT C – FEE SCHEDULE (ADDED BY AMENDMENT NO. 2)**”, attached hereto and incorporated by reference.

The Trust agrees to pay the Engineer for work assigned as compensation for professional engineering services at the following hourly rates for services outlined in Exhibit A.

Personnel Classification	2025
Principal In Charge	\$303.00
Engineering Manager	\$246.00
Senior Project Manager	\$236.00
Project Manager	\$205.00
Senior Engineer	\$164.00
Civil Engineer III (added by Amendment No. 2)	\$164.00
Staff Engineer	\$144.00
Engineer In Training	\$113.00
Design Technician	\$118.00
Senior CAD Technician	\$113.00
CAD Technician II	\$103.00
CAD Technician I	\$77.00
Drone Operator	\$128.00
GIS Technician	\$128.00
Utilities Coordinator	\$118.00
R/W Specialist	\$118.00
Construction Administrator	\$154.00
Construction Inspector	\$108.00
Office Clerical	\$67.00

COST ADJUSTMENT TERMS

At the Engineer’s request and upon written approval from the Trust, hourly bill rates can be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor’s Consumer Price Index, South Region. To find the CPI-U (South Region, All Urban Consumers), go to www.bls.gov/cpi. Charts are available on this website to show CPI for the previous 10 years.

For purposes of calculating an adjustment for the ensuing year, the base rate for the adjustment shall be the Target unit cost and labor rates in effect on the last day of the previous twelve months of the Contract. Adjustments to the unit prices will be made only in units of one cent (\$0.01). Rates in effect at the time of task order issuance shall be used throughout the life of that project.

Cost adjustments are calculated in the following manner:

New Unit Price = Existing hourly bill rate(s) * (((CPI_n – CPI_o)/CPI_o) + 1) Where, CPI_n = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar month and year of the adjustment.

CPI_o = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar month and year.

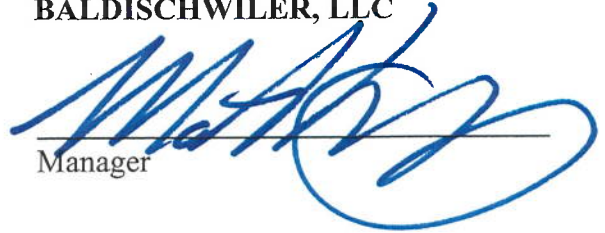
A valid written request consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI_n and CPI_o chart from www.bls.gov/cpi.
- Signed by an officer or someone authorized to execute Contracts on company's behalf
- Reference the assigned Contract number
- Reference the title of the Contract
- Must be submitted to: The City of Oklahoma City, Utilities Department, Engineering Division, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to ocwut-support@okc.gov are acceptable.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Engineer that, except as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect. The provisions of this Instrument shall become a part of the original Contract as if fully written herein and shall supersede any conflicting terms in the Original Contract as previously amendment.

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 15th day of April, 2025

SMITH ROBERTS
BALDISCHWILER, LLC


Manager

ATTEST:

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS

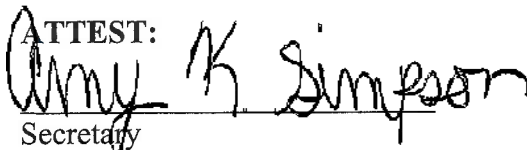
This instrument was acknowledged before me on the 15th day of April, 2025 by Candace Cobb, as Accounting of SRB.

My Commission Expires/My Commission Number: Candace Cobb
22016035 / 12-1-2026 (Seal) Notary Public

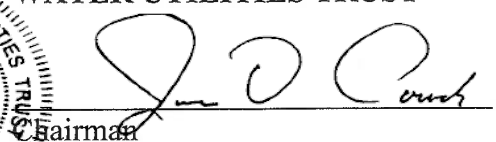


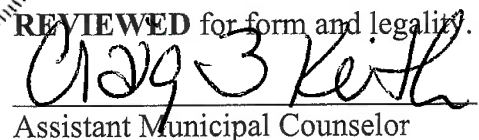
APPROVED by the Oklahoma City Water Utilities Trust and signed by the Chairman this 6TH day of MAY, 20 25.

OKLAHOMA CITY
WATER UTILITIES TRUST

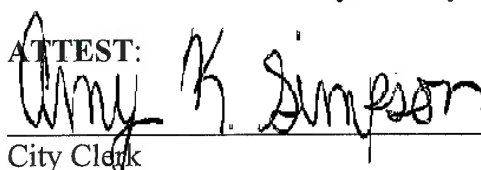
ATTEST:

Secretary



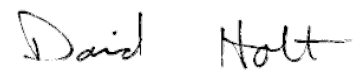

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 20TH day of MAY, 20 25.

ATTEST:

City Clerk




Mayor



SMITBAL01C

CKADIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

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 License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Cecile Kadia	
	PHONE (A/C, No, Ext): (405) 556-2311	FAX (A/C, No): (405) 556-2332
	E-MAIL ADDRESS: Cecile.Kadia@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Co. of Reading, PA	20427
INSURED Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104	INSURER B : Continental Insurance Company	35289
	INSURER C : National Fire Insurance Co. of Hartford	20478
	INSURER D : Hamilton Select Insurance Inc	17178
	INSURER E :	
	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 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6079846635	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							EMPLOYEE BENEFIT \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6079846649	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6079846618	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$
							Aggregate \$ 10,000,000
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 6 79846621	1/1/2025	1/1/2026	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Aggregate Limit \$ 2,000,000
D	Professional Liabili			EOHS214383-03	1/1/2025	1/1/2026	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project No. W000TE/S000TE

The City of Oklahoma City and its participating trusts is an Additional Insured and Waiver of Subrogation with respects to General Liability and Auto Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. The only policy with a deductible is the Professional Liability, and it has a \$25,000 Deductible. All other policies are standard without deductible for the liability exposures.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City & The Oklahoma City Water Utilities Trust 420 W. Main 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 