

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
OKLAHOMA CITY ZOOLOGICAL TRUST AND THE
OKLAHOMA CITY WATER UTILITIES TRUST AND THE
CITY OF OKLAHOMA CITY FOR THE INSTALLATION OF A
SEWER MAIN, PROJECT NO. SC-1166.**

WHEREAS, The City of Oklahoma City (City) owns and operates and Oklahoma City Water Utilities Trust (OCWUT) leases and finances a sewer system (Oklahoma City Sanitary Sewer System) that serves Oklahoma City and the greater Oklahoma City area; and

WHEREAS, the Zoo is performing certain exhibit improvements along the northwest shore of Northeast Lake (Project No. MZ-0069); and

WHEREAS, a portion of sewer main is needed to make a connection to an existing sanitary sewer system; and

WHEREAS, the connection will allow the redundant sewer mains and manholes downstream to be abandoned and removed without any loss of serviceability or functionality to the adjoining sanitary sewer system; and

WHEREAS, it is in the best interest of the Zoo and OCWUT to cooperatively facilitate the installation of the said portion of sewer main and abandonment of associated sewer facilities, Project SC-1166, Sanitary Sewer Extension and Abandonment (Sewer Installation) that will maintain full capacity and serviceability in accordance with the City standards, policies, and procedures; and

WHEREAS, the parties now desire to enter into this MOU for the purpose of funding the Sewer Installation; and

WHEREAS, the Zoo will fund and provide construction services for the Sewer Installation in accordance with the City and OCWUT standards.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **AUTHORIZATIONS**-The Zoo authorizes the Executive Director/CEO or designee of the Zoo to act on its behalf as provided herein and OCWUT authorizes the General Manager or designee to act on its behalf as provided herein.
2. **DESIGN**-OCWUT will provide the design and specifications and finance the costs and expenses for the design of the Sewer Installation to the Zoo.
3. **SOLICITATION OF BIDS**-After OCWUT provides the design and specifications to the Zoo, the Zoo will advertise and solicit bids for the Sewer Installation in accordance with the Oklahoma Competitive Bidding Act.

4. **AWARD OF CONTRACT**-The Zoo will receive bids and award the contract for the Sewer Installation to the lowest and best responsible bidder (Contractor) as agreed to by Zoo and OCWUT.
5. **CONTRACT MANAGEMENT AND ADMINISTRATION**-The Zoo will provide contract management and administration in accordance with the Oklahoma Competitive Bidding Act and the City standards.
6. **CHANGE ORDERS AND AMENDMENTS**-The Zoo will provide OCWUT all change orders and amendments for the Sewer Installation for review and approval by OCWUT prior to implementation.
7. **PROJECT ACCEPTANCE BY ZOO AND OCWUT**-When the Contractor claims the Sewer Installation is complete, OCWUT inspectors will attend the final inspection, affirm construction of the Sewer Installation in accordance with OCWUT design and specifications, and create a punch list for the Contractor to complete before acceptance by the Zoo and OCWUT. Upon affirmation from OCWUT inspectors that the Sewer Installation is complete in accordance with OCWUT design and specifications, and any change orders and amendments, and all punch list items have been completed, the Sewer Installation will be submitted to the Zoo and OCWUT for acceptance.
8. **MAINTENANCE BOND**-Upon acceptance the Maintenance Bond will be placed into effect.
9. **OWNERSHIP**-Upon acceptance by the Zoo and OCWUT, the Sewer Installation will be owned by OCWUT, and the City will be responsible for operation and maintenance.
10. **AS BUILTS**-After acceptance of the Sewer Installation by the Zoo and OCWUT, the Contractor will submit to the Zoo and OCWUT as-built plan drawings within thirty (30) days.
11. **FINANCING**-The Zoo will finance the construction of Sewer Installation.
12. **REIMBURSEMENT BY OCWUT**-After acceptance of the Sewer Installation by the Zoo and OCWUT, the Zoo will tender an invoice to OCWUT for all construction costs paid to the Contractor, also including any change order and amendment for the Sewer Installation. Within thirty (30) days of tender of invoice, OCWUT will reimburse the Zoo for the invoiced costs.

APPROVED by the Oklahoma City Zoological Trust and SIGNED by the Chairperson
this 9 day of April, 2025.

ATTEST:

OKLAHOMA CITY ZOOLOGICAL TRUST

Rama Lahmer Secretary *Vicki P. Howard* CHAIRPERSON

Reviewed for form and legality

Bailee Richards
Assistant Municipal Counselor

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water
Utilities Trust this _____ day of _____, 2025.

ATTEST:

**OKLAHOMA CITY WATER
UTILITIES TRUST**

SECRETARY

CHAIRMAN

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this
_____ day of _____, 2025.

ATTEST:

**THE CITY OF OKLAHOMA
CITY**

CITY CLERK

MAYOR

REVIEWED for form and legality

Patrick Mann
ASSISTANT MUNICIPAL COUNSELOR