

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 13th day of September, 2022, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and Poe and Associates, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on January 4, 2022 as follows:

Project Nos. WM-0342 and WM-0343
Road Rehabilitation; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to road rehabilitation of South Lake Atoka Road (WM-0342) and North Lake Atoka Road (WM-0343); and

WHEREAS, subsequent to the execution of the original contract, it has been determined that this project is eligible for funding through the Clean Water State Revolving Fund (CWSRF) Program, therefore, it is in the best interest of the Trust to incorporate the CWSRF program requirements into the project; and

WHEREAS, it has also been determined that additional geotechnical investigation is necessary on the north side of the project limits of WM-0343, where stabilization efforts were required to support the road; and

WHEREAS, the original contract must be amended to provide for the Engineer's increased scope of work as outlined above and associated fees; and

WHEREAS, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$557,736 for engineering services

For Amendment No. 1:

Not to exceed \$57,812 for engineering services

Total Amended Contract:

TS 1/14/19

Not to exceed \$615,548 for all services (an increase of \$57,812); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

- I. Amend **Paragraph 2. Basic Services.** to read as follows:

Basic Services. The Engineer is hereby engaged and employed by the Trust to perform in accordance with good engineering practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to incorporating CWSRF requirements into the project and additional geotechnical investigation where stabilization efforts were required); including Exhibit A, and including but not limited to the following:

- II. Amend **Paragraph 5. Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$615,548 (an increase of \$57,812), which includes: for Basic Services an amount not to exceed \$580,386.70 (an increase of \$57,812), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$35,161.30, as specifically set forth in Exhibit E attached hereto and incorporated herein.

- III. 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)**

PROJECT UNDERSTANDING

The Engineer understands that OCWUT has requested additional engineering services associated with the rehabilitation of South and North Lake Atoka Road. The Engineer’s design team will provide services as indicated in the Basic Contract and as noted herein.

A. Clean Water State Revolving Fund Program Compliance

The Clean Water State Revolving Fund (CWSRF) program is a federal-state partnership that provides communities low-cost financing for a wide range of water quality infrastructure projects. The engineer needs to incorporate requirements of CWSRF into the design of the project.

B. Additional Geotechnical Investigation

Additional geotechnical investigation is necessary to look at the subgrade stability issues that have been observed by engineer during preliminary design.

BASIC SERVICES: SCOPE OF WORK

Task 1: Engineering Report Services

Additional geotechnical investigation to provide engineering recommendation(s) on pavement design and parameters used to develop the design.

Task 2: Final Plans and Specifications

1. Clean Water State Revolving Fund Program Compliance
 - i. Engineer shall develop and incorporate requirements of the Clean Water State Revolving Fund (CWSRF) to include the following activities:
 - Coordinate with OWRB and OCWUT staff to meet program requirements.
 - Update the technical specifications to be compliant with CWSRF project requirements, specifically the American Iron and Steel Act (AIS) and Build America Buy America Act (BABAA) requirements.
 - Submitting a signed and sealed Permit Set of design plans and technical specifications, Engineering Report, the Green Project Reserve Checklist (if necessary), and the Worksheet for Calculating Weighted Loan Terms.
 - Prepare CWSRF Site Certificate form for signature by the Owner and submit to OWRB.
 - ii. Engineer shall develop and incorporate requirements of the Clean Water State Revolving Fund (CWSRF) to include the following activity, which was not included in the early authorization:
 - Update the Opinion of Probable Construction Cost (OPCC) to account for increased construction cost related to CWSRF requirements.
 - iii. Owner will be responsible for the following activities:
 - Provide the required CWSRF loan application documents, such as the Request Letter for Placement on the Priority List, Loan Application, Authorized Representatives Certificate, Monthly Operating Statements, Electronic Fund Transfer forms, and any required documents for closing of the loan.
 - Provide updated and completed Specification Division 00 (Front End) contract documents related to the CWSRF requirements to be inserted in the OWRB submittal package.
 - Provide all coordination, documentation, and applications in order to satisfy the CWSRF environmental requirements.

Task 3: Bidding Services

1. In addition to Bidding Services contained within the Basic Services of this Contract, Engineer shall coordinate with the bidders and regulatory and funding agencies to ensure required documentation is submitted in accordance with the CWSRF requirements.

Task 4: Construction Administration and Management

1. In addition to Construction Administration and Management Services contained within the Basic Services of this Contract, Engineer shall perform Construction

Administration Services in accordance with CWSRF program requirements, including collecting and reviewing certified payrolls, preparing monthly progress reports, and monitoring Contractor's compliance with AIS and BABAA requirements, if required.

Task 5: As-Built Services

Not applicable.

Task 6: Construction Inspection Services

Not applicable.

Additional Services:

Not Applicable.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. WM-0342 AND WM-0343
ROAD REHABILITATION**

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 \$615,548 (an increase of \$57,812) which includes: for Basic Services an amount not to exceed \$580,386.70 (an increase of \$57,812), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$35,161.30, as specifically set forth in Exhibit E.

B.I. Basic Work and Services

WM-0342 - \$263,764.35 (an increase of \$15,227)

Compensation for basic services may not exceed \$263,764.35 (an increase of \$15,227), 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:

\$38,253.37

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

Task 2 an additional amount not to exceed:
\$69,238.54 (an increase of \$4,019.40)

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

Task 3 an additional amount not to exceed:
\$11,164.45 (an increase of \$1,959.85)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$70,367.75 (an increase of \$9,247.75)

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:
\$9,431.52

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

Task 6 an additional amount not to exceed:
\$65,308.72

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

B.II. Basic Work and Services WM-0343 \$316,622.35 (an increase of \$42,585)

Compensation for basic services may not exceed \$316,622.35 (an increase of \$42,585), 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:
\$91,112.12 (an increase of \$27,358.75)

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

Task 2 an additional amount not to exceed:
\$69,238.54 (an increase of \$4,019.40)

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

Task 3 an additional amount not to exceed:
\$11,164.45 (an increase of \$1,959.85)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$70,367.00 (an increase of \$9,247)

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:
\$9,431.52

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

Task 6 an additional amount not to exceed:
\$65,308.72

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

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WM-0342 AND WM-0343
ROAD REHABILITATION

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Utility verification services.
2. Easement preparation services - **\$28,000**
 - a. WM-0342: 4 parcels at \$2,000 per parcel for a total of \$8,000
 - b. WM-0343: 10 parcels at \$2,000 per parcel for a total of \$20,000
 - c. The Engineer is not required to provide acquisition services
3. Additional services to allow for design of other project areas.
4. Additional services to allow for additional inspection.
5. Additional Services necessary for completion of the project.
6. Preparation of Categorical Exclusion Worksheet and project map.
\$3,801.30 (\$1,900.65 per project)
7. Potholing Services - **\$3,360** (\$1,680 per project)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$35,161.30 (\$11,580.65 for WM-0342, and \$23,580.65 for WM-0343). This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the General Manager. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the 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.

[The remainder of this page intentionally left blank]

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

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 10th day of August, 2022.

POE AND ASSOCIATES, INC.

[Signature]
President

ATTEST:

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS

This instrument was acknowledged before me on this 10th day of August, 2022

David Streh, as President of Poe Associates, Inc.

My Commission Expires/My Commission Number:

January 9, 2025 13000270

Amanda C. Hruska
Notary Public

WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 13th day of September, 2022.

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Amy K. Simpson
Secretary



[Signature]
Chairman

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 27th day of September,
2022

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor



POE&ASS-01

KSTEBBINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2022

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 Messer-Bowers Company 6701 N Broadway Suite 201 Oklahoma City, OK 73116	CONTACT NAME: PHONE (A/C, No, Ext): (405) 840-4351		FAX (A/C, No): (405) 842-1009
	E-MAIL ADDRESS: kstebbins@messerbowers.com		
INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City, OK 73118	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity of America		25666
	INSURER B : The Phoenix Insurance Co		
	INSURER C : THE TRAVELERS INDEMNITY CO		25658
	INSURER D : Travelers Casualty & Surety Company of America		31194
	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	680 00H770068 22 47	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA 3A921428 22 GRP	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$0
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 004A030120 22 47	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB 008K158882 22 47	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			105841819	8/1/2022	8/1/2023	Per Claim / 25k ded
A	Valuable Papers			680 00H770068 22 47	8/1/2022	8/1/2023	Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Architects & Engineer's. General Liab Incl's: Blanket Additional Insd on a primary and non contributory basis, Blanket Waiver of Subrogation and 30dnoc (except 10 for non pay) in favor of the holder. General Liab is subject to a total aggregate limit of \$6,000,000 / Auto Liab Incl's: Blanket Additional Insd, Blanket Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder / Work Comp Incl's: Blanket Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder, all when req'd by written contract. Excess Liab is follow form to: General, Auto and Employer's Liab. Professional Liab Aggregate \$5,000,000.

Re: Project NOS WM-0342 South Lake Atoka Road and WM-0343 North Lake Atoka Road Rehabilitation
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City & The Oklahoma City Water Utilities Trust 420 W Main Ste 500 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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Messer-Bowers Company		NAMED INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City, OK 73118
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

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:

Certificate Holder is included as Additional Insured for General (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.