

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

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

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on July 17, 2018 as follows:

Project Nos. WM-0261 and SM-0156
Water Meter Vault Replacement Program; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to replacement of large commercial water meters; and

WHEREAS, subsequent to the execution of the original contract, the Trust has been notified that the Engineer converted their business from a corporation to an LLC, therefore, it is necessary to complete a contract assignment; and

WHEREAS, due to multiple utility conflicts discovered during construction at Site 1, it has been determined to be in the best interest of the Trust to direct the Engineer to provide alternate utility locations for the vault meter, and redesign the vault to conform to the new location; and

WHEREAS, the most suitable option for the relocation will require a more extensive utility location effort and may require pavement repairs after the investigation, if the site is not chosen; and

WHEREAS, therefore, it is necessary to increase Exhibit E – Additional Services to compensate the Engineer for those services, in the event pavement repairs are needed; and

WHEREAS, the estimated construction cost is \$4,760,126 (an increase of \$1,740,126); 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 \$319,000 for engineering services

For Amendment No. 1:

Not to exceed \$27,250 for engineering services

Total Amended Contract:

Not to exceed \$346,250 for all services (an increase of \$27,250); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

- I. Johnson and Associates, Inc. hereby assigns and Johnson and Associates, LLC accepts an assignment of all Johnson and Associates, Inc.'s rights, titles and interest in and to the above-described Agreement for engineering services entered into by and between the Trust and Johnson and Associates, Inc. under the date of July 17, 2018, and Johnson and Associates, LLC hereby consents to and agrees to be bound by the aforesaid Agreement.
- II. It is expressly understood by the parties hereto that Johnson and Associates, LLC has assumed the obligations under the original Agreement for and on behalf of Johnson and Associates, Inc. and the Trust shall have no further monetary obligation whatsoever to Johnson and Associates, Inc. under the original Agreement or for services rendered under the original Agreement.
- III. Where the term "Engineer" shall appear in the original Agreement, the term shall hereinafter, unless the contents clearly indicate otherwise, mean and refer to Johnson and Associates, LLC.
- IV. 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 providing location alternatives for the vault meter at Site 1, redesign of the vault to conform to the new location, and increasing Exhibit E – Additional Services to provide for pavement repairs, if needed); including Exhibit A, and including but not limited to the following:

V. Amend **Paragraph 5. Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$346,250 (an increase of \$27,250), which includes: for Basic Services an amount not to exceed \$317,250 (an increase of \$18,250) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$29,000 (an increase of \$9,000) as specifically set forth in Exhibit E, attached hereto and incorporated herein.

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

**EXHIBIT B
COMPENSATION
PROJECT NOS. WM-0261 AND SM-0156
WATER METER VAULT REPLACEMENT PROGRAM**

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 \$346,250 (an increase of \$27,250) which includes: for Basic Services an amount not to exceed \$317,250 (an increase of \$18,250), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$29,000 (an increase of \$9,000), as specifically set forth in Exhibit E.

**B.I. Basic Work and Services
PHASE I - \$187,250 (an increase of \$18,250)**

Compensation for basic services may not exceed \$187,250 (an increase of \$18,250), 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:
\$33,800

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:
\$102,750 (an increase of \$18,250)

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

Task 3 an additional amount not to exceed:
\$8,450

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$33,800

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:
\$8,450

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

B.II. Basic Work and Services PHASE II - \$130,000

Compensation for basic services may not exceed \$130,000, 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:
\$5,000

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:
\$60,000

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

Task 3 an additional amount not to exceed:
\$6,500

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$52,000

Upon completion and final acceptance by the Trust of the completed project. Said amount

TS 12/15/16

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:
\$6,500

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

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

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NOS. WM-0261 AND SM-0156
WATER METER VAULT REPLACEMENT PROGRAM

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. Geotechnical investigation and services.
2. Additional detail preparation.
3. Additional work necessary to complete a meter installation.
4. Pavement Repairs \$9,000 (an increase of \$9,000) – added by Amendment No. 1

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$29,000 (an increase of \$9,000). 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 General Manager. 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 assigned and 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 Johnson and Associates, Inc. this 17th day of August, 2022

ATTEST:

JOHNSON AND ASSOCIATES,
INC.

[Signature]
President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17th day of August, 2022, by Timothy Johnson, as President of Johnson & Associates, Inc.

My Commission Expires/Commission Number: 11-15-2022 110009632
(Seal) COURTNEY CRAWFORD
Notary Public - State of Oklahoma
Commission Number 10009632
My Commission Expires Nov 15, 2022

IN WITNESS WHEREOF, this assignment and amendment was executed and approved by Johnson and Associates, LLC this 17th day of August, 2022

ATTEST:

JOHNSON AND ASSOCIATES,
LLC

[Signature]
Managing Member

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 17th day of August, 2022 by Timothy Johnson, as Managing Member of Johnson & Associates LLC

My Commission Expires/Commission Number:

11-15-2022 110009632

(Seal) COURTNEY CRAWFORD
Notary Public - State of Oklahoma
Commission Number 10009632
My Commission Expires Nov 15, 2022

IN WITNESS WHEREOF, this assignment and 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



Joe Cook
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2022

PRODUCER Alexandria Newton 2222 Westpark Dr., Ste A Norman, OK 73069 (405)573-9837	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Johnson and Associates, LLC 1 East Sheridan Avenue, Suite 200 Oklahoma City, OK 73104	INSURER A: American National Insurance	
	INSURER B: Liberty 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	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3501X0003	09/02/2022	09/02/2023	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
		MED EXP (Any one person)				\$ 5,000	
		PERSONAL & ADV INJURY				\$ 1,000,000	
		GENERAL AGGREGATE	\$ 2,000,000				
		PRODUCTS - COMP/OP AGG	\$ 1,000,000				
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3501C0001	09/02/2022	09/02/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	3501E0090	10/17/2021	10/17/2022	EACH OCCURRENCE	\$ 9,000,000
		AGGREGATE				\$ 9,000,000	
						\$	
						\$	
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XWS58042240	06/01/2022	06/01/2023	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		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 No is WM-0261 and SM-0156. Waivers of subrogation apply on Workers Compensation, General Liability, and Auto Liability coverage required by written contract and allowed by 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 30 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2022

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 Hall & Company 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 E-MAIL ADDRESS: jledbetter@hallandcompany.com FAX (A/C, No): 360-626-2019	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: QBE Insurance Corporation	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 566481751**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			ANE42231-00	1/1/2022	1/1/2023	Per Claim Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
The City's Participating Public Trusts
420 West Main Street
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

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