

**AMENDMENT NO. 1 TO JOINT CONTRACT FOR WATER AND WASTEWATER
CIVIL ENGINEERING SERVICES**

This amendment is made and entered into this 6th day of December, 2022, by and between The City of Oklahoma City, a municipal corporation, herein called "City" the Oklahoma City Water Utilities Trust, herein called "Trust", and Benham Design, LLC, herein called "Engineer".

WITNESSETH:

Project No. MC-0699-B
Water and Wastewater Civil Engineering Services; and

WHEREAS, on August 16, 2022, the City and the Trust engaged the Engineer to perform water and wastewater civil engineering services; and

WHEREAS, subsequent to the execution of the original contract, it has been determined that additional services may be required for completion of projects derived from this contract, therefore, Exhibit C – Additional Services must be added to the contract; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to amend the contract as follows:

I. Addition of **Paragraph 41. Additional Services.** to read as follows:

Additional Services are project-related services as enumerated in Exhibit "C," attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the City Engineer, acting within the limits of State law, Ordinances of the City of Oklahoma City and policies established by the City Council, and upon acceptance by the Engineer. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments paragraphs of this Contract.

II. Addition of **EXHIBIT C – ADDITIONAL SERVICES** to read as follows:

**EXHIBIT C
ADDITIONAL SERVICES
PROJECT NO. MC-0699-B
WATER AND WASTEWATER CIVIL ENGINEERING SERVICES**

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. Additional geotechnical investigation and services.
2. Subsurface Utility Engineering (SUE) Services: the Engineer will undertake subsurface utility investigations. Compensation for this task shall be as outlined below. Where required, the Engineer shall provide subsurface utility engineering (SUE) services to determine conflicts with existing utilities. The SUE services shall determine the exact location and depth of the existing utility. The actual number of locations shall be determined after field investigation and preliminary survey services are completed. SUE services shall either be Quality Level "A" or Quality Level "B" in accordance with ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data) as recommended by the Engineer and approved by the Trust.
3. Additional legal descriptions and exhibit services.
4. Additional acquisition services.
5. Additional staking for easement preparation.
6. Additional easement research and verification
7. Additional Construction Administration Services per Task 4 in excess of the construction duration listed in Task 4. Compensation for this task shall be as outlined below.
8. Additional Inspection Services per Task 6 in excess of the construction duration listed in Task 6. Compensation for this task shall be as outlined below.
9. Additional services to allow for design of other project areas. A detailed scope and fee for the additional services shall be submitted.
10. Additional Services necessary for completion of the project. A detailed scope and fee for the additional services shall be submitted.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services. The amount is to be negotiated during scope and fee negotiations for specific projects related to this Contract. 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.

[Remainder of this page intentionally left blank]

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City, 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 9th day of November, 2022.

ATTEST:

BENHAM DESIGN, LLC

Adam West

Sr. Vice President

STATE OF OKLAHOMA)

) SS

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 9th day of November, 2022, by Adam West, as Sr. Vice President of Benham Design, LLC

My Commission Expires/Commission No.

06/28/25 / 21008523



Kim Kirkpatrick
Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 6th day of December, 2022

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 6th day of December, 2022

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Amy K Simpson
Secretary



Jim O Cook
Chairman

REVIEWED for form and legality.

A handwritten signature in black ink, appearing to read "Chris Hall". The signature is written in a cursive, slightly stylized font.

Assistant Municipal Counselor

RE: PROJECT NO. MC-0699-B, PROJECT DESCRIPTION: WATER AND WASTEWATER CIVIL ENGINEERING SERVICES. THE CITY OF OKLAHOMA CITY AND OKLAHOMA CITY WATER UTILITIES TRUST ARE INCLUDED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES, IF REQUIRED BY A SIGNED, WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES IF REQUIRED BY A SIGNED, WRITTEN CONTRACT AND WHERE ALLOWED BY LAW, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. 30 DAY NOTICE OF CANCELLATION APPLIES. \$25,000 DEDUCTIBLE APPLIES; EXCEPT AUTO LIABILITY WHICH IS GUARANTEED COST