

**JOINT CONTRACT FOR WATER AND WASTEWATER
CIVIL ENGINEERING SERVICES**

This joint contract water and wastewater civil engineering consultant services ("Joint Contract") is entered into this 16th day of August, 2022, by and between The City of Oklahoma City, a municipal corporation ("City") the Oklahoma City Water Utilities Trust ("OCWUT"), and Kimley-Horn and Associates, Inc. ("Engineer").

WITNESSETH:

**PROJECT NO. MC-0699-E
WATER AND WASTEWATER CIVIL ENGINEERING SERVICES**

WHEREAS, a registered civil engineer is periodically required by the City and OCWUT to perform water and wastewater civil engineering services; and

WHEREAS, the City and OCWUT intend to engage the services of the Engineer to provide professional civil engineering services; and

WHEREAS, the Engineer will provide said professional services in accordance with this Joint Contract, including the scope of work/services incorporated herein; and

WHEREAS, the Engineer has been selected and this agreement negotiated under the standards adopted and the procedures prescribed by the Resolution establishing procedure for selection of architects and engineers adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, and November 18, 1986, which Resolution is made a part of this agreement by reference.

NOW THEREFORE, in consideration of the mutual covenants contained hereinafter related to the civil engineering services, the parties hereto do hereby agree as follows:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Joint Contract, the following terms and phrases shall have the meaning subscribed herein:
 - A. *City* The City of Oklahoma City, a municipal Corporation, wherein the term "City" appears in this Joint Contract, the same shall also apply (as applicable) to the OCWUT.
 - B. *City Engineer* The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
 - C. *Contract Documents* Those documents required to construct, renovate and/or modernize the project, including but not limited to standard

provisions, special provisions, drawings, plans and specifications.

D. *Fixed Limit of Construction*

Not-to-exceed amount which has been designated as the maximum amount for the construction cost of the project.

E. *Term of Joint Contract*

The term of this Joint Contract shall run from date of execution through June 30, 2025.

2. **Engineering Services.** The Engineer is hereby employed by the City and OCWUT to perform in accordance with good civil engineering practices and in the best interest of the City and OCWUT, all of the various professional services as follows, but not limited thereto:

- A. The Engineer will provide services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, site visits and other related services, in addition to design, oversight and coordination of construction of streets or street widening, water, sanitary sewer or storm sewer facilities, and other civil engineering-related services, including normal and/or periodic preventative minor and major repairs, emergency repairs and response thereto, **with an estimated construction cost of \$1,500,000 per project.** In conjunction with these duties, the Engineer may be required to perform services as outlined in Item 2.D. below.

On occasion the City and OCWUT may release an architectural or engineering firm from performance of their respective City and OCWUT contracted services for cause, default or other reason determined by the City and OCWUT to be in the best interest of these respective governing bodies. In such cases and upon mutual consent/negotiation between the City and OCWUT and the Engineer, the City and OCWUT may assign to the Engineer any and/or all architectural or engineering services remaining in the joint contract of the architectural or engineering firm being released from performance of their respective contracted services. In each case, the Engineer will provide the City Engineer a scope of work and fee proposal for assumption of such services. Upon completion of negotiations between the Engineer and the City and OCWUT for such services, the City Engineer may prepare a work order to the Engineer to proceed with the negotiated services.

- B. Work and/or services provided under this Joint Contract may require the following considerations:

- (1) Fixed Limit of Construction. If the lowest and best bid proposed in response to a timely solicitation of bids for construction of a project, in accordance with the bidding documents provided by the Engineer, exceeds the fixed limit of construction or funds available for the assigned project, the Engineer, at no increase or additional cost to the City and OCWUT, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the fixed limit of construction cost.
 - (2) Design Corrections. The Engineer agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Engineer, at no cost to the City and OCWUT. The Engineer further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Engineer is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City and OCWUT upon its review or inspection, nor is the Engineer relieved from liability for the City and OCWUT 's lack of review or inspection of said documents.
 - (3) Notice of Design Limitations. The Engineer will immediately advise the City and OCWUT at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Joint Contract.
- C. Emergency Response Time. If an emergency exists, making it necessary to have the Engineer on the job site immediately, the Engineer shall respond as soon as possible, but not later than four (4) hours, otherwise the Engineer shall respond within twenty-four (24) hours.
- D. As authorized by the City and OCWUT, the Engineer may be required to perform any or all of the following civil engineering services under the auspices of this Joint Contract:
- (1) Preliminary Report Services - Task 1
 - (a) Prepare and make all necessary preliminary surveys, investigations, studies, reports and preliminary general plans and specifications. The preliminary investigation shall include a topographical survey of the site, layout of any existing, proposed, and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies, as appropriate, any and/or all of which might affect the construction of the project. The City Engineer will approve the preliminary general plans and specifications. All plans shall be submitted with the appropriate title sheet as indicated on the Public Works web page: www.okc.gov/pw (OKC Autocad Standards link).

- (b) Prepare a utility and right-of-way plan showing recommended alignment for relocation of utilities and recommended right-of-way needs. The plan shall include existing and proposed easements. The plan shall show ownership of all properties affected by the project. The Engineer shall acquire the limited ownership list. The Engineer shall complete and submit the limited ownership list within thirty (30) calendar days of the date of a written work order.
- (c) Prepare a construction cost estimate for said improvements, extensions and repairs, and an estimate of all engineering fees, testing costs, right-of-way costs, and inspection fees in connection therewith.
- (d) Hold all necessary conferences with the City and OCWUT and all other interested parties (inclusive is the requirement for the Engineer to ensure all utility and right-of-way/easement requirements are well established prior to Preliminary Report submittal). This includes the conduct of a Utility Conference by the Engineer at a location determined by the City and OCWUT.
- (e) Prepare the report for submittal to the City and OCWUT covering the Engineer's preliminary surveys, studies, investigations and other items as specified in the paragraph "Professional Services" D.(1)(a), (b) and (c) hereof. If applicable, the report shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the City and OCWUT the order of construction and completion of each phase of construction.
- (f) Furnish the City and OCWUT three (3) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the City and OCWUT. The cost of any additional copies of Preliminary Reports as the City and OCWUT may require will be reimbursed at the actual cost thereof.
- (g) Geotechnical services:
 - 1. The Engineer will recommend to the City and OCWUT the name of a geotechnical investigation/services firm from the City's listing of annual on-call engineering and testing laboratory contract firms.
 - 2. The Engineer will identify and coordinate all requirements for geotechnical investigation and procure all geotechnical services related thereto, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for

foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.

3. The City and OCWUT will approve the selected laboratory and the Engineer will pay the costs of such sampling, analysis, borings, tests, or explorations and investigations.
- (h) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.
- (i) Prepare legal descriptions for the necessary temporary and permanent easements and prepare legal descriptions necessary for property to be acquired on forms provided by the City and OCWUT. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the City and OCWUT when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the City and OCWUT, the Engineer will provide a proposal for staking of right-of-way for right-of-way acquisition purposes. Said right-of-way staking (when authorized by the City and OCWUT) will be billed to the City and OCWUT at the actual cost thereof in accordance with the "Payments" paragraph of this Joint Contract.
- (j) The Preliminary Report shall be recommended by the City Engineer for formal approval by the City and OCWUT.
- (2) Final Plan Services - Task 2
 - (a) Prepare final plans, specifications and construction cost estimate.
 - (b) After approval of the Preliminary Report in whole or in part by the City and OCWUT, the Engineer shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Engineer shall complete said plans and specifications for submission to the City and OCWUT for approval.
 - (c) Prepare and furnish the City and OCWUT all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of the City and OCWUT, employing wherever applicable, standard City forms, in completed form.
 1. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City Engineer prior to preparation of plans.

2. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
 3. The Engineer shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions, which might affect the construction of the project.
- (d) Furnish one (1) copy of final plans and specifications to each of the utility companies as determined necessary to coordinate the project construction and utility relocations at no cost to the City and OCWUT and conduct a final utility conference at completion of 60% final plans.
- (e) The 60% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 60% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report submittal.

Furnish the City and OCWUT up to two (2) copies of the project 60% plans for review along with a detailed Fixed Limit of Construction cost estimate for said improvements, extensions and repairs. This submittal does not stop, impact or otherwise delay the Engineer's contract-allotted work order time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.

- (f) The 95% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 95% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 60% plan submittal.

Upon completion of 95% final plans, the Engineer will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the Engineer shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of

corrections, the Engineer will then submit a final plans check set (along with the annotated “check print” copies) for a “final” review by the Project Manager.

- (g) The Final Plan submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the Final plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 95% plan submittal.

Prepare and furnish the City and OCWUT an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the City and OCWUT, employing standard City forms, in completed form.

Furnish the City and OCWUT one (1) PDF of the final plans and specifications, all free of cost to the City and OCWUT. The cost of any additional copies of plans and specifications as the City and OCWUT may require will be reimbursed at the actual cost thereof.

- (h) Meet with the City and OCWUT or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (i) Prior to the submission of Bidding Documents to the City and OCWUT for solicitation of Bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.
- (j) Prepare all necessary plans, studies and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the City and OCWUT.
- (k) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits using United States Geological Survey (USGS) data. The Engineer shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City’s GIS control network and datum.

(3) Bidding Services - Task 3

- (a) Meet with the City and OCWUT or its representatives at any time requested for consultation or conference, as directed in writing by the City Engineer. In this connection, the Engineer shall hold at least one (1) Pre-Bid Conference with prospective Bidders.
- (b) Answer all City and OCWUT and Bidder's questions regarding the bidding of the project and, upon approval by the City Engineer, prepare an electronic copy of all addendums for distribution.
- (c) The City and OCWUT will receive the Bids through the Electronic Bidding System and the Engineer will receive a copy of the Bids from the City and OCWUT. The Engineer will review and evaluate the Bids and will make recommendations to the City and OCWUT for an award. The Engineer shall assist, review and make recommendations to the City and OCWUT on all construction contract issues.
- (d) If Bids are received, all of which exceed the Fixed Limit of Construction, the Engineer shall revise its plans as directed by the City and OCWUT, pursuant to the paragraph "Fixed Limit of Construction" of this Joint Contract.

(4) Construction Administration Services - Task 4

- (a) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the City and OCWUT only to the extent provided in this Joint Contract, unless otherwise modified by written instrument.
- (b) Meet with the City and OCWUT or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (c) Assist in coordination of pre-work conferences for the Construction Contractor, the City and OCWUT and all other interested parties. The City and OCWUT will issue all work orders for the project.
- (d) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction (if applicable to this project, the Engineer will also provide bridge centerline horizontal and vertical control points). Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed

construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the Construction Contractor. The Engineer will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.

- (e) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and OCWUT and its representatives or the Construction Contractor, to safeguard the City and OCWUT against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (f) Perform coordination of the work of inspection bureaus and laboratories selected by the City and OCWUT for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City and OCWUT.
- (g) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.
- (h) The Engineer shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. However, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Engineer will keep the City and OCWUT informed of progress of the work, and will endeavor to guard the City and OCWUT against defects and deficiencies of the work. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's

failure to carry out the work in accordance with the Bidding Documents.

- (i) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed, and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City and OCWUT.
- (j) Review the Construction Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (k) Prepare and keep a record of the work performed by any contractor on this project and file with the City and OCWUT a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (l) Except as otherwise provided in this joint contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City and OCWUT. The Engineer shall be available at all times for the purpose of communication.
- (m) The Engineer shall recommend to the City Engineer rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the City Engineer.
- (n) The Engineer shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of

its contractual obligation to the City and OCWUT as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- (o) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (p) The Engineer shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City and OCWUT all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (q) The Engineer will review daily reports furnished by the City's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City and OCWUT. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
- (r) The Engineer shall maintain a record ("log") of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.

Clarifications to Construction Administration - Task 4

- (1) The Engineer shall be responsible for ensuring Construction Contractor compliance with the Construction Contract Documents. As such, the Engineer will administer the Construction Contract and will formally certify that the Construction Contract has been completed in

conformance with the Construction Contract Documents as prepared by the Engineer.

- (2) Coordinate, schedule, and administer the pre-work conference(s) for the Construction Contract. This will include scheduling and coordination with the Construction Contractor, the City, other City departments and Trusts affected by the project, and all other interested parties such as utility companies, regulatory agencies, testing laboratories, inspection services, etc. The Engineer will prepare the required sign-in sheet and agenda prior to the meeting and will distribute minutes within two (2) days after the meeting. During the pre-work conference(s), the Engineer will discuss:
 - a) overall project intent and included work;
 - b) key items within plans and specifications;
 - c) required shutdowns or outages that will impact service to customers or normal facility operations;
 - d) additional permits necessary for completion of the Construction Contract Documents, including, but not limited to: stormwater permits, work zone permits, building permits, etc.;
 - e) Construction Contractor schedule and milestones;
 - f) material testing laboratory and required test schedule;
 - g) pipeline and/or equipment factory testing and testing after installation including startup procedures;
 - h) SCADA installation requirements, testing and milestones;
 - i) operation and maintenance manuals and equipment warranties;
 - j) processes for claims, submittals and other project documents;
 - k) project acceptance and commissioning;
 - l) Engineer certification of project completion in accordance with the Construction Contract Documents.
- (3) The Engineer will review the Contractor's Project Schedule submissions for compliance and review revisions monthly, or more frequently as necessary, to determine if the Contractor's Project Schedule accurately describes the progress of the Work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. If Construction Contractor cannot maintain compliance with the time requirements specified in the Construction Contract Documents, the Engineer will actively work with the Construction Contractor to develop a recovery project schedule that allows for completion of the Construction Contract in accordance with the Construction Contract Documents. Should the Construction Contractor not comply with the schedule recovery requirements, the Engineer will provide recommendations to the City and OCWUT on a course of action. Any required notifications to the Construction

Contractor will be prepared by the Engineer for City and OCWUT execution.

- (4) The Engineer shall coordinate and schedule regular progress meetings necessary for coordination and successful completion of the Construction Contract and shall visit the project site(s) at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer shall prepare agendas and sign-in-sheets two (2) days prior to the progress meeting and shall prepare minutes summarizing the meetings within two (2) days after the progress meeting. The Engineer will further determine if the work is being performed in accordance with the Construction Contract Documents. Unless the Engineer is also providing Inspection Services, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work.
- (5) When the Engineer is not providing Inspection Services, the Engineer shall recommend to the City and OCWUT the rejection of work that does not conform to the Construction Contract Documents. At any time during construction, the Engineer may be given the authority by the City and OCWUT to require additional inspection or testing of the work. When the Engineer is providing Inspection Services, the requirements for inspection will be pursuant to Task 6 for Inspection Services in this Joint Contract.
- (6) The Engineer shall coordinate and schedule the Pre-Final Inspection for the Construction Contract upon the completion of work by the Construction Contractor in accordance with the Construction Contract Documents. The Engineer shall complete the Pre-Final Inspection with the Construction Contractor and the City's and OCWUT's representatives and shall develop a punch list of all identified deficiencies or a Final Inspection Report if no deficiencies are identified. Deficiencies shall be items found to not comply with the Construction Contract Documents. Upon completion of the punch list items, the Engineer shall verify the completion of the punch list items and will then coordinate and schedule the Final Inspection with the Construction Contractor and the City's and OCWUT's representatives. The Engineer shall then submit to the City and OCWUT a Certificate of Completion wherein it is stated that all work performed by the Construction Contractor was completed in accordance with the Construction Contract Documents.
- (7) During the course of construction, the Engineer shall review and approve all warranties and guarantees submitted by the Construction Contractor. The Engineer shall then present the approved warranties and guarantees to the City and OCWUT for execution.

- (8) The Engineer shall recommend to the City and OCWUT to beneficially occupy or begin operation and use of the facilities when the Construction Contractor has sufficiently completed work in accordance with the Construction Contract Documents as necessary to maintain continuous operations or service.

(5) As-Built Drawing Services - Task 5

- (1) Upon termination or completion of this Joint Contract, the Engineer shall, at its expense, correct the original drawings, show all as-built changes based on information from as-built field surveys, reflecting the actual construction of the project and shall furnish the City and OCWUT, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 format compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
- (2) Upon termination or completion of this Joint Contract, the Engineer shall also furnish the City and OCWUT, without cost to the City and OCWUT, all basic calculations used in the design of the structures and original field notes on all land surveys.
- (3) The Engineer shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the Engineer shall provide to the City and OCWUT an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the construction project.

(6) Provide Inspection Services – Task 6

- (1) The Engineer shall provide a qualified Inspector to perform the work identified within this task.
- (2) Prior to the advertisement for bids, prepare and submit to the Trust, for review and acceptance, a résumé showing the Inspector's experience and qualifications for this particular project. However, the City and OCWUT, through their review and acceptance, does not take any responsibility or liability for the Inspector or their work.
- (3) The Inspector will attend all pre-bid and pre-work conferences.
- (4) The Inspector shall perform inspection of all work under the

Construction Contract.

- (5) The Inspector shall perform inspection of all materials received at the construction site and shall ensure that their storage is in accordance with all Construction Contract Requirements, manufacturer requirements and/or material labels.
- (6) Should work-in-progress or completed work be identified to not meet the requirements of the Construction Contract Documents, the Inspector shall immediately notify the Construction Contractor, the Engineer, and the City and OCWUT if the Inspector believes the work does not conform to the Joint Contract documents.
- (7) The Inspector shall attend all job site meetings and shall report to the Engineer and the City and OCWUT all issues concerning progress, quality assurance, quality control and dispute resolution.
- (8) The Inspector shall maintain at a readily available location, a copy of all Construction Contract documents and other pertinent documents in an orderly manner including a current set of construction documents annotated to include all Construction Contract related changes and clarifications. The documents shall include, but not limited to, Construction Contract Documents, Requests for Information (RFIs) and the subsequent response to the RFI, Discrepancy and Nonconformance Reports, supplemental drawings, Engineer approved shop drawings, submittals, samples, and color schedules, correspondence, accepted schedules, construction change orders, amendments, logs, meeting minutes and a Construction Contractor directory.
- (9) The Inspector shall prepare and submit a Daily Inspection Report to the Engineer, the City and OCWUT and the Construction Contractor.
- (10) The Inspector shall maintain all shop drawings, project data, or samples in an easily retrievable filing system.
- (11) The Inspector shall maintain a daily log book or diary, recording all pertinent inspections, including but not limited to:
 - a. Inspector's time and activities;
 - b. Weather conditions at the site;
 - c. The nature and location of work being performed by the Construction Contractor;
 - d. Identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such inspections;

- e. Identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
 - f. Copies of all reports made to the Construction Contractor of nonconforming work;
 - g. Description of all disputes among the Construction Contractor, Subcontractors and Suppliers; and
 - h. Description of how each dispute or nonconforming work is resolved.
- (12) The Inspector shall be present at the construction site while any critical installations and/or necessary testing will be required, is proceeding and shall provide inspection of the quality of construction on a regular and consistent manner. The Inspector will have authority to act on behalf of the City and OCWUT only to the extent provided by this Joint Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with Construction Contract Documents.
- (13) The Inspector shall pre-review the Contractor's pay application to reconcile pay quantities, review and sign the time of completion report, and initial the pay application.
- (14) The Inspector may NOT (unless authorized by the Trust):
- a. Authorize deviations from the Construction Contract Documents.
 - b. Conduct or participate in tests or third-party inspections.
 - c. Assume any of the responsibilities of the Construction Contractor, subcontractors or suppliers.
 - d. Expedite the work for the Construction Contractor.
 - e. Advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
 - f. Authorize the City and OCWUT to beneficially occupy or begin operation and use of the facilities in whole or part.
 - g. Reject work or require special inspection or testing.
 - h. Order the Construction Contractor to stop the work or any portion thereof.
- (15) The discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyls (PCBs), lead, or other toxic substances is not the responsibility of the Inspector. If the Inspector has actual notice of

such hazardous materials, he/she shall notify the City and OCWUT immediately of its discovery.

PEER REVIEW, COST ESTIMATING AND VALUE ENGINEERING SERVICES

The Engineer will provide the following support services as directed by the City and OCWUT and related to, but not limited to, review of preliminary designs, reports, facility assessments, final plans, constructability reviews, cost estimating, cost estimating (including schematic, design development and construction bidding level estimates), and value engineering (including reviewing drawings for potential savings while providing value to the project):

- (1) Civil Engineering Services
- (2) Cost Estimating
- (3) Project Scheduling Review

Peer review duties will include review of preliminary designs, reports, facility assessments and final plans. Peer review duties may also include constructability and conformance to program requirements. Cost estimating duties will include schematic, design development and construction bidding level estimates. Value engineering duties will include reviewing drawings for potential savings while providing value to the project.

The Engineer will provide the following scope of work as directed by the City and OCWUT:

- **Civil Engineering Services**
 - Site Planning / Master Planning Review
 - Site Design Review-Value Engineering
 - Grading and Drainage Design Review-Value Engineering
 - ADA Accessibility Improvement Review-Value Engineering
 - Utility (both City and non-City) Design Review-Value Engineering
 - Roadway and Parking Lot Design Review-Value Engineering
 - Long-term Utility Master Planning Review-Value Engineering
- **Cost Estimating**
 - Review Cost Estimates
 - Estimating for Design Review-Value Engineering
 - Project planning estimating
- **Project Scheduling Review**

3. **Compensation.** The Engineer shall be compensated at the following hourly rates for work performed under the auspices of this Joint Contract:

Position	Rate
Principal	\$300
Senior Engineer	\$240
Project Engineer	\$180
Engineer Designer	\$155
Engineer Intern	\$150
Clerical/Admin	\$ 85

The rates shown are valid throughout the entirety of the contract term. The annual engineering fee for work and/or services performed under this Joint Contract is estimated at \$750,000 per fiscal year.

The Engineer shall submit invoices, accompanied by detailed description of the total work accomplished to the City and OCWUT, not more than once per month.

4. Payments.

- A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and OCWUT and shall meet the standards of quality as established under this Joint Contract. The City and OCWUT agrees to pay the Engineer, as compensation for such engineering services as listed herein in an amount equal to the billing rates shown in the Compensation paragraph. The invoices shall be prepared and submitted by the Engineer and be accompanied by all supporting data required by the City and OCWUT. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City and OCWUT or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Joint Contract. Surveyors or other professional consultants engaged by the Engineer for the normal structural, electrical or mechanical engineering services shall be billed to the City and OCWUT by the Engineer at the actual cost thereof.
- B. The Engineer shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the City or its beneficiary trusts for compensation and payment. The City and OCWUT will review the invoice and claim voucher for payment. Should the City or OCWUT question or request additional documentation or disapprove all or a portion of any invoice, the Engineer will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the amount proposed by the Engineer and agreed to by the City or OCWUT, unless such invoices or claims in excess of the agreed amount is negotiated in advance.

C. Final payments for assigned projects shall not be deemed to waive any rights or obligations of the parties to this Joint Contract.

5. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City and OCWUT unless such work or service is first approved in writing by the City and OCWUT.

6. **Indemnity.** The Engineer will not be required to indemnify, insure, defend or hold harmless the City and OCWUT against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City and OCWUT or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer must indemnify the City and OCWUT against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

7. **Insurance.** Prior to approval of this Joint Contract, the Engineer shall obtain insurance coverage as provided below. The Engineer must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and OCWUT on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and OCWUT. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Joint Contract under any other provision of this Joint Contract, including but not limited to any indemnification provision.

A. **Additional Insureds:** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and OCWUT are named additional insureds without reservation or restriction.

All insurance coverage of the Engineer shall be primary to any insurance or self-insurance program carried by the City and OCWUT.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Engineer is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Engineer's deductible is higher than declared, then the City and OCWUT will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Engineer's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Engineer under this Joint Contract are designed to meet the minimum requirements of the City and OCWUT. Such coverage and limits are not designed as a recommended insurance program for the Engineer. The Engineer alone shall be responsible for the sufficiency of its own insurance program. Should the Engineer have any question concerning its exposures to loss under this Joint Contract or the possible insurance coverage needed therefore, the Engineer should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Engineer shall also provide tail coverage that extends a minimum of two years from the expiration of this Joint Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Engineer shall provide and maintain, during the term of the Joint Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Engineer shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Engineer. In the event any class of employees engaged in work performed under the Joint Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Engineer shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Joint Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Joint Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional Liability Insurance. The Engineer shall provide and maintain professional liability insurance coverage in an amount not less than

\$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Joint Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Joint Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Engineer authorizes the City and OCWUT to confirm all information so furnished as to the Engineer's compliance with its bonds and insurance requirements with the Engineer's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Joint Contract is a breach of this Joint Contract for which the Engineer shall repay and reimburse all payment made under the Joint Contract and such other damages, losses, and costs incurred by the City and OCWUT. The City and OCWUT may at their option suspend this Joint Contract until there is full compliance with this paragraph, or may cancel or terminate this Joint Contract and seek damages for the breach of this Joint Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and OCWUT. The City and OCWUT expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the aggregate limit required to this Joint Contract, the Engineer shall immediately notify the City and OCWUT and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and OCWUT request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit below the aggregate limit required by this Joint Contract, the Engineer hereby agrees to promptly authorize and have delivered to the City and OCWUT such statement.

The Engineer must carry and maintain the Joint Contract-required insurance coverages and may not cancel, fail to be renewed, nor decrease their limits without thirty (30) days written notice to the City and OCWUT. In the event that a contract-required insurance coverage (policy) is canceled by the Engineer's insurance company and through no fault of the Engineer, the Engineer must immediately provide written notice to the City and OCWUT and immediately provide properly executed Certificate(s) of Insurance evidencing coverage (policy) replacement of the canceled coverage(s). The Certificate(s) of Insurance must specifically indicate (in

the remarks section of the form or elsewhere) the project number and project description. An authorized representative of the insurance companies listed on the Certificate(s) of Insurance must sign the Certificate(s).

- F. Duration of Coverage. All insurance coverage required under this Joint Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and OCWUT. The Engineer shall maintain in full force in effect the required professional liability insurance stated above during this Joint Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and OCWUT.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Joint Contract.

- G. The Engineer and its insurer will not be required to indemnify, insure, defend or hold harmless the City and OCWUT against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City and OCWUT or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer and its insurer must indemnify the City and OCWUT against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

8. Termination for Convenience. The City and OCWUT may terminate this Joint Contract, in whole or in part, for the City and OCWUT's convenience. The City and OCWUT may terminate by delivery of a notice to the Engineer, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Engineer shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Joint Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City and OCWUT, the City and OCWUT shall pay the Engineer for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Joint Contract and as further limited by the not to exceed amounts set out in this Joint Contract.

The rights and remedies of the City and OCWUT provided in this paragraph are in addition to any other rights and remedies provided by law or under this Joint Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Joint Contract.

9. **Stop Work.** Upon notice to the Engineer, the City and OCWUT may issue a Stop Work Order suspending the performance of work and/or services under this Joint Contract. The Stop Work Order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Joint Contract. In the event the City and OCWUT issues a stop work order to the Engineer, the City and OCWUT will provide a copy of such stop work order to the Contractor.
10. **Notices.** All notices and orders given pursuant to this Joint Contract shall be in writing, delivered or mailed by United States certified mail, return receipt requested, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Oklahoma City
Department of Public Works
420 W. Main Street, Suite 700
Oklahoma City, Oklahoma 73102
Attn: Eric J. Wenger, P.E., Director of Public Works/City Engineer
Tele: (405) 297-2581 Fax: (405) 297-2117

To the Trust:

The Oklahoma City Water Utilities Trust
420 West Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Attn: Chris Browning, Director/General Manager
Phone Number: (405) 297-2822

To the Engineer:

Kimley-Horn and Associates, Inc.
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
Attn: Aaron K. Rader, P.E.
Phone Number (405) 241-5423

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices and orders shall be deemed received when delivered or when deposited in the United States mail.

11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Engineer shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Joint Contract.

12. **Records and Accounts.** During the term of this Joint Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City and OCWUT, or until the final resolution of any outstanding disputes between the City and OCWUT and the Engineer on the project, the Engineer shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Joint Contract that have not been submitted to the City and OCWUT subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Joint Contract. The Engineer must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Engineer shall permit periodic audits by the City and OCWUT and their authorized representative. The periodic audits of the records in support of claims and invoices for the Joint Contract shall be performed at times and places mutually agreed upon by the City and OCWUT and Engineer. Agreement as to the time and place for audits may not be unreasonably withheld.
13. **Reporting to the City and OCWUT.** The Engineer shall report to the City and OCWUT as required.
14. **Prohibition Against Collusion.** The Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Joint Contract. The Engineer further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Joint Contract. In addition, the Engineer must execute the Anti/Non-collusion Affidavit, attached as Exhibit A, prior to the effective date of this Joint Contract.
15. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Consultant Engineer's employees, sub-consultants or subcontractors on assigned projects shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Engineer to require all employees, sub-consultants, or subcontractors engaged by the Engineer to advise the City and OCWUT of any business relationship (formal or otherwise) which may pertain directly or indirectly to assigned projects and/or which may in any way be (or construed to be) a conflict of interest. The Engineer will also notify the City and OCWUT of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City and OCWUT may be cause for rejection of the bid in question and/or cancellation of the Engineer's Joint Contract.
16. **Work Orders.** A project-specific work order will be written upon receipt from the Engineer the project proposal, time for completion, and estimate of cost for services to be performed. The services of the Engineer are to commence upon the date set out in the work order issued by the City and OCWUT, and shall be undertaken and completed in such sequence as to

assure their expeditious completion in the light of the purposes of this Joint Contract. If the Engineer cannot perform the work and/or services within the time provided, and upon the submission by the Engineer of a request in writing to the City and OCWUT, indicating the length of extension required to perform a task, the City and OCWUT may, at their sole discretion, grant a reasonable extension of time. The request from the Engineer shall state the reason for the extension request, along with evidence showing that the Engineer is unable to complete this work in the time specified in the Work Order for reasons beyond its control. The Engineer is prohibited from claiming damages for delays and extensions of time.

17. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Joint Contract, are and shall remain the property of the City and OCWUT and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to Engineer. Reuse of said documents by the City and OCWUT shall be at the City and OCWUT's risk and responsibility and not that of Engineer. The parties may use any portions of said documents at their own risk and responsibility. The Engineer shall do weekly backups of computer files and maintain said backups in a safe and secure location.
18. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
19. **Standard of Care.** In providing the work and services herein, the Engineer shall maintain during the course of this Joint Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Engineer agrees to require all of its consultants, by the terms of its consultants' Contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Engineer.
20. **Survey Corrections.** The Engineer agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Engineer, at no cost to the City and OCWUT. The Engineer further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Engineer is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City and OCWUT upon its review or inspection, nor is the Engineer relieved from liability for the City and OCWUT's lack of review or inspection of said documents.
21. **Backup Required.** In accordance with good engineering practices, the Engineer must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as "data") in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become

lost, corrupted, inaccessible, or unusable (collectively “loss”), the Engineer must timely recreate all data within the original time frame of the engineering contract at its sole cost. No extensions or additional time will be granted the Engineer for loss of data. No additional payment or reimbursement will be made to the Engineer for loss of data. The Engineer will be responsible for any and all costs, expenses, or lost opportunities incurred by The City and OCWUT, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.

22. **Sub-consultants.** The Engineer agrees to submit for approval by the City and OCWUT, prior to their engagement, a list of any sub-consultants or subcontractors the Engineer intends to engage to perform work and/or services related to this Joint Contract. Such approval will not be unreasonably withheld. The Engineer shall notify the City and OCWUT and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
23. **Nondiscrimination.** In connection with the performance of work and/or services under this Joint Contract, the Engineer agrees as follows:
- A. The Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Engineer shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer shall agree to post, in conspicuous places, Exhibit B.
 - B. In the event of the Engineer's noncompliance with this nondiscrimination clause, this Joint Contract may be suspended, canceled or terminated by the City and OCWUT. The Engineer may be declared by the City and OCWUT ineligible for further Contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Engineer.
 - C. The Engineer agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Joint Contract. The Engineer shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit B, prior to the effective date of this Joint Contract.
24. **Assignment.** Inasmuch as this Joint Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Engineer to provide professional and personal services to the City and OCWUT, the parties agree that the Engineer may not assign its obligations, rights or interest in this Joint Contract except as set forth in paragraph “Termination for Default” subparagraph B.

25. **Termination for Default.** The City and OCWUT may cancel this Joint Contract in whole or in part, for failure of the Engineer to fulfill or promptly fulfill its obligations under this Joint Contract.

A. After due notice and thirty (30) days within which to correct the default, this Joint Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Joint Contract terms through no fault of the party initiating the termination.

B. If this Joint Contract is terminated by reason of a default of the Engineer prior to the completion of the assigned project, regardless of the reason for said termination, the Engineer shall immediately assign to the City and OCWUT any Contracts and/or agreements relative to the assigned project entered into between the Engineer and its subcontractors and sub-consultants, as the City and OCWUT may designate in writing and with the consent of the subcontractors and sub-consultants so designated.

With respect to those Contracts and/or agreements assigned to and accepted by the City and OCWUT, the City and OCWUT shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Engineer from and after the date of such assignment to and acceptance by the City and OCWUT. All sums claimed by such the subcontractor or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City and OCWUT shall constitute a debt between the Engineer and the affected subcontractors or sub-consultants, and the City and OCWUT shall in no way be deemed liable for such sums. The Engineer shall include this provision and the City and OCWUT's rights and obligations hereunder in all agreements or Contracts entered into with the Engineer's subcontractors and sub-consultants.

C. In the event of the termination of this Joint Contract by default of the Engineer, the Engineer further agrees that all of its obligations and duties contained in this Joint Contract shall survive such termination for default and shall not, in any way, relieve the Engineer of the obligations provided for in this Joint Contract.

D. If this Joint Contract is terminated by reason of default on the part of the Engineer, upon final determination by a court that the termination was improper, the termination will be deemed converted to a termination for convenience and the Engineer's remedy shall be limited to the recovery of compensation set out in paragraph "Termination for Convenience" of this Joint Contract.

26. **Time Is of the Essence.** The City, OCWUT and the Engineer expressly agree that time is of the essence with respect to this Joint Contract, and the time for performance of each task established by the work orders shall be made a part of this Joint Contract and shall be strictly observed and enforced. Any failure on the part of the City and OCWUT to timely object to the time of performance shall not waive any right of the City and OCWUT to object at a later time.

27. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Engineer for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Engineer agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
28. **Severability.** In the event that any provision, clause, portion or section of this Joint Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Joint Contract.
29. **Entire Agreement.** This Joint Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and OCWUT and the Engineer concerning the Joint Contract. Neither the City and OCWUT nor the Engineer has made or shall be bound by any agreement or any representation to the other concerning this Joint Contract, which is not expressly set forth herein.
30. **Amendment.** This Joint Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and OCWUT and the Engineer. In the event the Engineer's scope of work is increased or changed so as to materially increase the need for civil engineering services in excess of the not to exceed total compensation, the Engineer may seek to amend this Joint Contract.
31. **Execution in Counterparts.** This Joint Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
32. **Descriptive Headings.** The descriptive headings of the sections of this Joint Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Joint Contract.
33. **Construction and Enforcement.** This Joint Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Joint Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
34. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Joint Contract.
35. **Parties Bound.** This Joint Contract shall be binding upon and inure to the benefit of all parties. This Joint Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
36. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Joint Contract, such action shall be instituted in the district court of Oklahoma County.

37. **Effective Date.** The effective date of this Joint Contract shall be the date of execution of this Joint Contract by the City and OCWUT.
38. **Term of Joint Contract.**
- A. This Joint Contract authorizes the City Engineer to issue Work Orders under this Joint Contract during the contract term as provided herein and the term of this Joint Contract will be from the effective date through June 30, 2025, plus such extended time as necessary until all Work Orders issued during the contract term are complete.
 - B. The City and OCWUT may issue Work Orders under this Joint Contract at any time during the contract term.
 - C. The Engineer will provide such services as set forth in any Work Order issued under this Joint Contract and this Joint Contract will be deemed extended for such extended time as may be necessary for the completion of services set forth in any Work Order issued during the contract term under this Joint Contract.
 - D. If this Joint Contract is extended for completion of any Work Order, upon completion of all the Work Orders issued under this Joint Contract, the City Engineer will issue a notice to the Engineer denoting the termination of this Joint Contract and any extended time.
 - E. The Engineer must provide such services and comply with this Joint Contract until expiration of the contract term or through any extended time, if any, until notification of termination of this Joint Contract from the City Engineer, whichever is later.
 - F. The City and OCWUT will not be obligated to pay the Engineer under any Work Order (including any services, expenses, and additional services) until the funds have been encumbered. Any Work Order must not exceed the available funds for the year in which the Work Order was issued. Any extended time to complete the Work Order will not change the available funds for the year in which the Work Order was issued.
 - G. If the City and OCWUT should need any additional services or a change of the scope of services in any Work Order issued during the contract term, a new separate Work Order must be issued under a separate contract or an amendment to this Joint Contract. An extended time will not extend the authorization to issue a new Work Order under this Contract after the expiration of the contract term.
39. **Crime Prevention through Environmental Design** The Crime Prevention through Environmental Design (CPTED) concept suggests that natural surveillance, natural access control, and territoriality can be effectively applied to a project and its surrounding environment to provide safety for users. A CPTED design can also promote community confidence and improve natural surveillance methods to reduce/prevent common crime and vandalism.

The Engineer should implement the concepts of CPTED, where appropriate, to reduce the real and perceived areas of potential problems during the project design.

40. **Local Business Utilization Report.** On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and disadvantaged local business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on City and OCWUT projects.

The Engineer agrees to submit a Small and Disadvantaged Local Business Utilization (LBU) Report to the City and OCWUT within fourteen (14) days of the issuance of the Notice to Proceed, to include the following information:

- A. A list identifying each of its subconsultants or subcontractors;
- B. The location of the principal place of business of each subconsultant or subcontractor;
- C. The status of each of its subconsultants and subcontractors, and which class of disadvantaged business; local, small, disadvantaged, minority, etc.
- D. The general scope of work to be performed by each subconsultant or subcontractor; and
- E. The dollar amount of each subcontract.
- F. The tools and/or organizations used to locate and contact these businesses.

The Engineer further agrees to submit to the City and OCWUT a monthly report identifying the scope of work and amount of payments made to each subconsultant or subcontractor for the preceding month on a form provided by the City and OCWUT.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Joint Contract was executed and approved by the Engineer
this 26 day of July, 2022.

ATTEST:

KIMLEY-HORN AND
ASSOCIATES, INC.

Texas
STATE OF ~~OKLAHOMA~~)
Harris) SS
COUNTY OF ~~OKLAHOMA~~)

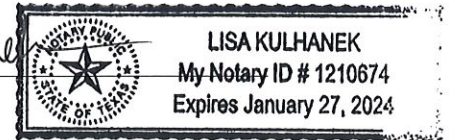
Aaron K. Rader
Vice President

This instrument was acknowledged before me on this 26th day of
July, 2022, by Aaron K. Rader, as Vice President of
Kimley-Horn and Associates, Inc.

My Commission Expires/Commission Number:

01/27/2024 / 1210674 (Seal)

Lisa Kulhanek
Notary Public



IN WITNESS WHEREOF, this Joint Contract was approved and executed by The City of
Oklahoma City this 16th day of August, 2022

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt
Mayor

IN WITNESS WHEREOF, this Joint Contract was approved and executed by the Oklahoma
City Water Utilities Trust this 16th day of August, 2022

ATTEST:

THE OKLAHOMA CITY WATER
UTILITIES TRUST

Amy K. Simpson
Secretary



J. D. Couch
Chairman

REVIEWED for form and legality.

Patricia Mann

Assistant Municipal Counselor

EXHIBIT A
ANTI/NON-COLLUSION AFFIDAVIT
PROJECT NO. MC-0699-E
WATER AND WASTEWATER CIVIL ENGINEERING SERVICES

State of ~~Oklahoma~~ Texas)
County of ~~Oklahoma~~ Harris) SS.

The undersigned Engineer, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Engineer; that the Engineer has not, directly or indirectly, entered into any agreement, express or implied, with any other surveyors, having for its object the controlling of the price or amount of the Joint Contract, the limiting of the services of the surveyors, the parceling or farming out to any surveyors or other persons, of any part of the Joint Contract or any part of the subject matter of the Joint Contract, or of the profits thereof.

The Engineer further states that the Engineer has not been a party to any collusion: among the Engineer in restraint of freedom of competition, by any agreement to Joint Contract at a fixed price or to refrain from bidding; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Joint Contract, or any other terms of the said prospective Joint Contract; or in any discussions between the Engineer or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Engineer states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the City, OCWUT or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Joint Contract.

Printed name of the Engineer: Aaron K Rader

Signature of executing individual: Aaron K. Rader

Title: Vice President

4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142

Address of the Engineer

Zip Code

(405) 241-5423

(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 26th day of July, 2022 by
Aaron K. Rader, as Vice President.

My Commission Expires/Commission Number:

01/27/2024 / 1210674 (Seal)

Lisa Kulhanek
Notary Public

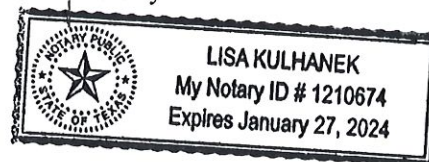


EXHIBIT B
NONDISCRIMINATION CERTIFICATE
PROJECT NO. MC-0699-E
WATER AND WASTEWATER CIVIL ENGINEERING SERVICES

State of ~~Oklahoma~~ Texas)
County of ~~Oklahoma~~ Harris) SS.

In connection with the performance of work under this Joint Contract, the Engineer agrees as follows:

- A. The Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Engineer shall take affirmative action to insure employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer and sub-consultants shall agree to post in a conspicuous place, Exhibit B.
- B. In the event of the Engineer's noncompliance with this Nondiscrimination Certificate, the Joint Contract may be canceled, terminated or suspended by the City and OCWUT. The Engineer may be declared, by the City and OCWUT, ineligible for further Contracts until satisfactory proof of intent to comply shall be made by the Engineer and/or sub-consultants.
- C. The Engineer agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Joint Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Engineer: Aaron K Rader

Signature of executing individual: Aaron K. Rader

Title: Vice President

4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142

Address of the Engineer

Zip Code

(405) 241-5423

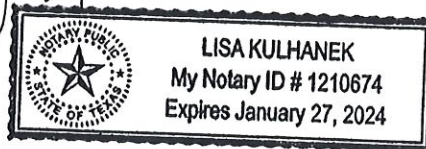
(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 26th day of July, 2022 by Aaron K. Rader, as
Vice President.

My Commission Expires/Commission Number:

01/27/2024 / 1210674 (Seal)

Lisa Kulhanek
Notary Public



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/21/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Company (U.S.)</td> <td>19489</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E : Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E : Zurich American Insurance Co	16535	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER: 22-23****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 INSR	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 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X		03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <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
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000
E	Valuable Papers			CPP585223109	04/01/2022	04/01/2023	Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

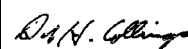
Re: 0612924XX; MC-0699-E; Water and Wastewater Civil Engineering Services. The City of Oklahoma City & its participating trusts are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Certificate Holder (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma & its participating public trusts
 420 West Main Street, Suite 700
 Oklahoma City, OK 73134

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



DESCRIPTIONS (Continued from Page 1)

is/are included as a Loss Payee where required by written contract. Deductibles: General Liability - \$0; Automobile Liability - \$0; Workers Compensation - \$0; Professional Liability - \$25,000. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. CA4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

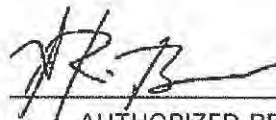
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. CA4489663 issued to KIMLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.