

**AMENDMENT NO. 3 TO CONTRACT FOR ENGINEERING AND TESTING SERVICES**

This amendment is made and entered into this 21<sup>ST</sup> day of   MAY  , 20 24 by and between the City of Oklahoma City, a municipal corporation, herein called "City", and Terracon Consultants, Inc., herein called "Engineer".

**WITNESSETH:**

**WHEREAS**, the City and the Engineer entered into an agreement on August 31, 2021 as follows:

Project No. MC-0675-H  
Engineering and Testing Services; and

**WHEREAS**, a registered Engineer is periodically required by the City and its beneficiary trusts to perform certain testing on various Capital Improvement and non-Capital Improvement construction projects; and

**WHEREAS**, subsequent to the execution of the original contract, it was determined to be in the best interest of the City to revise the term of the contract from a one-year term with two, one-year renewal options, to a three-year term with no renewal options; and

**WHEREAS**, it was also necessary to incorporate Federal Contract Clauses to allow the Engineer to provide engineering services at Tinker Air Force Base; and

**WHEREAS**, the above referenced items were approved under the auspices of Amendment No. 1; and

**WHEREAS**, subsequent to the execution of the contract as previously amended, the City has been approved for funding through the American Rescue Plan Act (ARPA); and

**WHEREAS**, all testing fees associated with ARPA funded projects will be paid by ARPA funds, therefore, it was necessary to incorporate Exhibit G – Required Federal Provisions – ARPA Funds, into the contract; and

**WHEREAS**, the above referenced items were approved under the auspices of Amendment No. 2; and

**WHEREAS**, subsequent to the execution of the contract as previously amended, the Engineer has declined entering into a new Contract for Engineering and Testing Services with the City; and

**WHEREAS**, the Engineer has agreed to continue to provide services for Projects currently assigned under the auspices of this contract, including:

1. OCAT WRWA 1802, Elevator Replacement for Multiple Buildings
2. MP-0537, PH II, Southern Oaks Park Pedestrian Bridge
3. MB-1646, Bricktown Canal New Elevator and Ramp
4. ST-0149, North Canadian WWTP Improvements and Upgrades
5. WC-0875, Atoka Pipeline Raw Water Transmission Line (Canadian River Crossing)
6. DC-0310 and WC-1018, Drainage Improvements
7. WC-0874, Atoka Pipeline Raw Water Transmission Line Ada Pump Station
8. ST-0138, South Canadian Wastewater Treatment Plant; and

**WHEREAS**, the Engineer will not be assigned any further projects under this contract; and

**WHEREAS**, both parties agree to amend said contract.

**NOW, THEREFORE**, the parties agree the Contract for Project No. MC-0675-H, as previously amended, shall remain in full force and effect less and except as is hereby further amended as expressly provided below:

- I. Revise **Paragraph 1. Definitions. C. Term of Contract** to read as follows:

The term of this Contract shall run from the date of execution through June 30, 2026 or upon completion of the last Project listed above, whichever occurs first.

**The following content is not amended and is included for informational purposes only.**

**I. Aggregate Testing**

A. Concrete Coarse Aggregates

- |    |   |          |          |
|----|---|----------|----------|
| 1. | Absorption and Specific Gravity                             | Per Test | \$ 90.00 |
| 2. | Sieve Analysis<br>(includes 200 sieve ASTM C-136 and C-117) | Per Test | \$ 60.25 |

B. Concrete Fine Aggregates

- |    |                                     |          |          |
|----|-------------------------------------|----------|----------|
| 1. | Sieve Analysis (includes 200 sieve) | Per Test | \$ 49.25 |
| 2. | Fineness Modulus (calculation only) | Per Test | \$ 18.25 |
| 3. | Absorption and Specific Gravity     | Per Test | \$ 90.00 |

C. Miscellaneous Aggregates

Unit prices will correspond to those prices listed under Concrete Aggregates.

**II. Asphaltic Concrete**

A. Cutting cores, 8 inch thickness or less

- |    |              |          |          |
|----|--------------|----------|----------|
| 1. | 1 to 3 cores | Per Core | \$ 63.00 |
| 2. | 4 or more    | Per Core | \$ 55.00 |

3.	Each additional inch over 8 inches	Per Inch	\$ 8.00
4.	9-point length measurement of core	Per Core	\$ 35.00
5.	Patching core hole (if required)	Per Hole	\$ 16.50
	a. Trip Charge (only when patching is completed on a subsequent day)	Per Trip	\$ 30.00
6.	Mobilization Charge	Per Project	\$150.00
B.	Extraction and Gradation		
1.	Ignition Oven Method	Per Test	\$123.00
C.	Asphalt Field Density Test		
1.	Cut-Out Method (set of 3 cores)	Per Set	\$ 57.00
2.	Nuclear Moisture/Density Gauge (2 test minimum) *** (See Section VII.)		
	a. 2 test minimum, per trip	Per Test	\$ 50.00
	b. Trip Charge	Per Trip	\$ 30.00
D.	HVEEM		
1.	Three samples per set	Per Set	\$172.00
2.	Trip Charge	Per Trip	\$ 30.00
E.	Sand Equivalent	Per Test	\$ 90.00
F.	Specific Gravity (Rice Method)	Per Test	\$ 90.00
G.	Superpave Gyratory Compactor, AASHTO T312	Per Specimen	\$ 75.00
1.	Trip Charge	Per Trip	\$ 30.00

The maximum allowable time for completing and reporting extraction and gradation tests shall be within four (4) working days of obtaining the sample.

The maximum allowable time for completing and reporting HVEEM or Specific Gravity (Rice Method) tests shall be within five (5) working days of obtain the sample.

### III. Base Course Testing

A.	Abrasion, Los Angeles, AASHTO T96-77 (including preparation of sample from crushed material)	Per Test	\$184.25
B.	Field Density Test		
1.	Nuclear Moisture/ Density Gauge (2 test minimum) *** (See Section VII.)		
	a. 2 test minimum, per trip	Per Test	\$ 50.00
	b. Trip Charge	Per Trip	\$ 30.00
C.	*Atterberg Limits (LL, PL, and PI)	Per Test	\$ 80.00
D.	AASHTO T99 Proctor Test (Standard Method)		
1.	Method "A"	Per Test	\$160.00
2.	Method "B"	Per Test	\$160.00
3.	Method "C"	Per Test	\$160.00
4.	Trip Charge	Per Trip	\$ 30.00
E.	*Proctor Test (Modified Method)		
1.	AASHTO T180 Method "D"	Per Test	\$180.25
2.	Trip Charge	Per Trip	\$ 30.00
F.	*Aggregate Base Sieve Analysis (includes 200 sieve)	Per Test	\$ 80.00
1.	Trip Charge	Per Trip	\$ 30.00

G.	Dynamic Cone Penetrometer, ASTM D6951, includes estimated CBR vs. depth interpretation per COE equations	Per Foot	\$ 25.00
1.	Mobilization Charge	Per Project	\$ 75.00

\*The maximum allowable time for completing and reporting Atterberg Limits, Proctor Tests, and Sieve Analysis Tests shall be within five (5) working days of obtaining the sample.

#### IV. Concrete

A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrainment and Transporting Beams (number based on project-specific requirements) (set of three minimum)	Per Set	\$125.00
		Additional Beams	\$ 34.50
B.	Slump additional test	Per Test	\$ 27.50
C.	Air entrainment additional test	Per Test	\$ 40.75
D.	Concrete Beams, Storing and/or Testing	Per Beam	\$ 26.00
E.	Cores, 8 Inch Thickness or Less		
1.	Each additional inch over 8 Inches	Per Inch	\$ 10.75
2.	One core	Per Core	\$ 95.00
3.	Two or more cores	Per Core	\$ 70.00
4.	9-point length measurement of core	Per Core	\$ 35.00
5.	Patching core hole (if required)	Per Hole	\$ 16.00
a.	Trip Charge (to be used when patching is completed on a subsequent day)	Per Trip	\$ 30.00
6.	Mobilization Charge	Per Project	\$ 150.00
F.	Coring into non-horizontal surfaces (fee <u>in addition</u> to items listed under IV.E., as appropriate, and includes mobilization):		
1.	Coring up to 8 inches length	Per Core	\$ 33.25
2.	Each additional inch over 8 inches	Per Inch	\$ 4.25
G.	Coring through reinforcing steel (fee <u>in addition</u> to items listed under 2.IV.E and 2.IV.F., as appropriate, and includes mobilization):		
1.	Sum of steel cross sections exposed in core	Per Sq. Inch	\$ 50.00
H.	Concrete Cylinders		
1.	Concrete Cylinder, Making, Furnishing Molds and Transporting Cylinders		
a.	Four (6" x 12" cylinders) test specimens minimum for each sampling event (also includes Air Entrainment and Slump Test)	Per Cylinder	\$ 30.00
b.	Five (4" x 8" cylinders) test specimens minimum for each sampling event (also includes Air Entrainment and Slump Test)	Per Cylinder	\$ 24.00
c.	Trip Charge	Per Trip	\$ 30.00
2.	Concrete Cylinder, Storing and/or Testing		
a.	6" x 12" cylinder	Per Cylinder	\$ 16.00
b.	4" x 8" cylinder	Per Cylinder	\$ 13.00

**Note:** Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City

Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XII.C. for specific rate to be claimed for “additional compensation” outside normal duty hours.)

I.	Compressive Strength, Concrete Cores (4 inch min. diameter) Each		\$ 32.00
J.	Trim Concrete Cores for Compressive Strength Testing:		
	1. One end		\$ 16.75
	2. Both ends		\$ 33.50
K.	Flowable Fill (set of 3 cylinders plus flow test)	Per Test	\$ 95.00
L.	Flowable Fill (if additional cylinders are required)	Per Cylinder	\$ 25.00
M.	Mortar Compressive Strength Testing (set of 3 cubes)	Per Test	\$122.75
N.	Grout Compressive Strength Testing (set of 3 prisms)	Per Test	\$144.50

**Note:** Casting of Beams and Cylinders to include one set of slump and air content tests per each set of specimens made; casting of grout prisms to include a slump test per each set of specimens made.

**V. Soil Testing**

A.	California Bearing Ratio, ASTM D1883	Per Test	\$200.00
B.	Classification		
	1. ASTM D2487 and OSI	Per Sample	\$115.00
	2. ASTM D2488 Visual	Per Hour	\$ 94.50
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	\$ 78.50
	2. Nuclear Moisture/Density Gauge (2 test minimum)***see Note		
	a. 2 Test Minimum, Per Trip	Per Test	\$ 50.00
	b. Trip Charge	Per Trip	\$ 30.00

**\*\*\*Note:** All Nuclear Moisture/Density Gauges used on City-related work shall be inspected daily to ensure the device is within the manufacturer’s specified tolerances for moisture and density standards. Additionally, each gauge shall be calibrated and/or verified at the frequency and in the manner specified in ASTM D7759 and D7013 and/or AASHTO T310 Annexes A1 and A2. Documentation of such certification and/or verification, along with the operating technician’s safety training record and laboratory’s Oklahoma Department of Environmental Quality license, is to be delivered to the City Engineer **with the executed copy of this contract.**

D.	Field Soil Resistivity (per location)	Per Test	\$ 60.00
	1. Laboratory Soil Resistivity Test	Per Test	\$ 56.75
	2. Trip Charge	Per Trip	\$ 30.00
E.	pH Test	Per Test	\$ 39.75
F.	Atterberg Limits (LL, PL, and PI)	Per Test	\$ 77.50
G.	Proctor Tests (see listing under Base Course)		
H.	Moisture determination only	Per Test	\$ 11.25
I.	Volumetric Density with Moisture	Per Test	\$ 19.50
J.	Test Borings, Soil Bearing Tests		

1.	Test Boring, Soil	Per Foot	\$ 11.50
2.	Test Boring, Sandstone, Limestone or Shale	Per Foot	\$ 16.25
3.	Coring Sandstone, Limestone or Shale	Per Foot	\$ 54.75
4.	Penetration Tests	Per Test	\$ 31.25
5.	Mobilization Charge		\$228.75
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in accordance with Oklahoma Water Resources Board Regulations	Per Project	\$ 73.75 plus \$3.50/foot of grouted length
K.	Unconfined Compressive Strength	Per Sample	\$ 72.00
L.	One-dimensional Swell Test ASTM D4546	Per Test	\$421.75
M.	Consolidation, ASTM D2435	Per Test	\$437.00
N.	Permeability	Per Test	\$240.25
O.	Sampling (Shelby Tube samples)	Per Test	\$ 37.75
P.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	\$516.00
Q.	Sieve Analysis (includes 200 sieve)	Per Test	\$ 57.25
R.	Soluble Sulfate Testing (OHD L-49)	Per Test	\$ 45.00

**VI. Modified Soil Base Course, Design**

Sub-items B and C each include sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-items A, B and C also include Atterberg limits. Sub-item B also includes the test under sub-item D; and lime pre-treatment requires both items C and D.

A.	Soil-Cement, PCA Short Method	Per Design	\$549.00
B.	Soil-Lime, Lime Association Method (MDTP)	Per Design	\$737.00
C.	Soil-Fly Ash or Soil-CKD, CBR Method	Per Design	\$642.75
D.	Soil-Lime, pH Method	Per Design	\$187.25

The maximum allowable time for completing testing and reporting the recommendation for soil modification shall be within seven (7) working days of obtaining the sample if the pH method is used. If using the PCA short method or Lime Association Method, the results are to be reported within sixteen (16) days of obtaining the sample.

**VII. Foundation Report**

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Engineer	Per Hour	\$115.00
Technician	Per Hour	\$ 51.75
Technician Per Diem	Per Day	\$150.00

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

**VIII. Pre-stressed Concrete Bridge Member**

Complete Engineering Inspection, Testing and Reporting in accordance with the 1999 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503 – Pre-stressed Concrete Bridge Members" and all subsequent Revisions.

Inspection	Per Hour	\$ 61.50
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**IX. International Building Code (IBC) Testing/Inspection**

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704, as follows:

Engineer	Per Hour	\$115.00
AWS Certified Welding Inspector	Per Hour	\$ 98.00
Technician	Per Hour	\$ 59.25

**Structural Steel**

1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	\$ 98.00
2. Field Inspection (AWS/CWI)#1	Per Hour	\$ 98.00
3. Ultrasonic (Man/Equipment)	Per Hour	\$ 98.00
4. Mag or Penetrant (Inspector)	Per Hour	\$ 98.00
5. Shear Stud Bend Test	Per Hour	\$ 73.00
6. Turn-of-Nut Tightening Test	Per Hour	\$ 73.00

**X. Resident Engineer, Mileage, Additional Compensation and Traffic Control Devices**

**A. Resident Engineer**

At locations outside the City of Oklahoma City where the City Engineer may deem it necessary to assign a resident engineer, the engineering fee will be negotiated as outlined below in sub-paragraph "Tests or Services Not Included In Schedule of Prices", plus mileage invoiced at the current IRS rate per mile to and from the job site.

**B. Mileage**

Sampling charges set forth in this Contract apply only within a twelve (12) mile radius of the Municipal Building located at 200 N. Walker, Oklahoma City, Oklahoma. For sampling or testing beyond this area, a mileage charge invoiced at the current IRS rate per mile and \$51.75 per hour will apply based on driving time and mileage from the twelve (12) mile radius to the site and return to the twelve (12) mile radius.

**C. Trip Charge**

One trip charge per project, per day, may be invoiced.

**D. Mobilization Charges**

One mobilization charge per project may be invoiced.

E. Additional Compensation

Additional compensation, when engineering and testing services cannot be performed during normal working hours (6:00 A.M. to 6:00 P.M.) and when authorized by the City Engineer, shall be paid at a rate of \$27.00 per hour. Additional compensation is defined as being other than normal working hours including Saturday, Sunday and City recognized holidays. "Additional compensation" for engineering and testing services accomplished during other than normal working hours can only be claimed when the City has issued prior approval authority.

F. Traffic Control

Traffic Control, including but not limited to flagmen, barricades, cones, etc., in accordance with the uniform manual on traffic control devices, shall be paid at a rate of: (1) for a "major" roadway or street lane closure wherein the Engineer must subcontract the traffic control duties, the rate shall be \$95.00 per hour/per person; or, (2) when traffic control duties are performed by the Engineer's personnel, the rate shall be \$77.00 per hour for the first flag person with a minimum charge of one (1) hour (when a second flag person is needed, compensation for the second flag person shall be at a rate of \$51.75 per hour); or, (3) when a rolling work zone is required, the rate shall be \$250.00 per hour. When the Engineer deems traffic control necessary, a written request shall be submitted to the City Engineer. Included in this request shall be an estimate of the time required and the number of flag persons needed. Traffic Control shall be compensated only when authorized by the City Engineer and in amount designated by the same. **Note:** Whether employees of the Engineer or subcontractor, flag persons used by the Engineer for traffic control services must be certified in accordance with the American Traffic Safety Services Association (see <http://atssa.com/TrainingCertification/NationalFlagger/Database.aspx> ).

G. Work Zone Permits

Obtaining and processing work zone permits related to testing services under the auspices of this contract shall be paid at the rate of \$50.00 per work zone permit.

**XI. Tests or Services Not Included In Schedule of Prices**

For tests not covered by the schedule of prices in this Contract, a price will be negotiated by City staff in charge of the project and approved by the City Engineer and City Council or responsible Trust before the services are performed.

**XII. Prices**

It is understood by and between the parties that prices (in effect at the time a work order is issued to perform engineering and testing services under this contract) shall be based on the date of the work order and engineering and testing services contract prices in effect at the time of the work order, i.e., testing work orders written during the design phase of a project shall reflect testing prices in effect at the time of the initial testing work order and remain the same prices charged (invoiced) until completion of design work (regardless of duration); testing work orders written during the construction phase of that same project shall reflect testing prices in effect at the time of the testing work order and remain the same prices charged (invoiced) until completion of construction work (regardless of duration). All testing prices include mobilization except whereas indicated otherwise.

### **XIII. Effective Prices**

The prices established in this Contract for Engineering and Testing Services between the City and the Engineer shall remain in full force and effect until both parties execute a new contract.

### **XIV. Failed Tests**

It is understood by and between the parties that any tests ordered by the City Engineer that fail to meet the construction contract documents, plans or specifications are the responsibility of the Contractor(s) and said failed tests will be deducted by the City's project engineer/manager from pay applications submitted to the City by the Contractor(s).

All test failures are to be reported by the close of business on the day of the occurrence. Reports are to be emailed to the Public Works Department - Field Services Division, at [failedtests@okc.gov](mailto:failedtests@okc.gov).

Failed field tests are to be reported to the Contractor's project manager, superintendent, foreman or other contractor person in charge immediately upon completion of the test(s). The "Field Report of Non-Compliance" (see Contract Exhibit C attached hereto) is to indicate that the Contractor was notified and the report is to list the name of the Contractor's representative receiving the verbal notification.

A copy of the "Field Report of Non-Compliance" and the "Laboratory Report of Non-Compliance" forms are attached to this Contract as "Exhibit C" and "Exhibit D", respectively.

Field Reports of Non-Compliance (Exhibit C) should be sent when criteria do not meet specification requirements or Exhibit E testing guidelines (whichever applies – see last paragraph of this section below):

- A. Densities do not meet the minimum requirement for compaction (soil & asphalt) and aggregate base.
- B. Concrete slump does not meet specification requirement.
- C. Concrete air content does not meet specification requirement.

Lab Reports of Non-Compliance (Exhibit D) should be sent when criteria do not meet specification requirements or Exhibit E testing guidelines (whichever applies – see last paragraph of this section below):

- A. Asphalt extraction and gradations do not meet the specification requirement.
- B. Aggregate Base gradations do not meet specification requirements.
- C. Concrete strength tests do not meet specification requirements.

Guidance for sampling, testing, and acceptance criteria for routine Oklahoma City construction materials testing is attached as "**Exhibit E – Sampling, Testing, and Acceptance Guide for Routine Oklahoma City Construction Materials Testing**". This Exhibit provides a guideline for testing routine items, which have no project-specific plans and specifications to dictate acceptance criteria. Acceptance criteria for major projects with

project-specific specifications should be clearly delineated in those specifications and acceptance criteria stated therein apply (Exhibit E guidelines do not apply wherein project specifications state acceptance criteria).

**XV. Testing on Airports (Federal Aviation Agency Requirements)**

When performing any engineering/testing services within “secure areas” of airfield projects, the Engineer must have at least one security-badged person with the crew on-site at all applicable times. If the Engineer has equipment entering and leaving the airfield, an additional security-badged person must escort the vehicles on and off of the airfield. Acquisition of security badges for the Engineer and/or the Engineer’s personnel requires the successful completion of a 5 year background FBI criminal history check and other requirements as outlined by the respective airport authority.

Additionally, if the project is FAA-funded the Engineer must be currently accredited by a nationally-recognized accreditation authority in accordance with the following:

- A. For asphalt testing      ASTM D3666
- B. For concrete testing     ASTM C1077 and ASTM C78

**XVI. Testing Laboratory Accreditation**

The Engineer shall submit (**with this Contract**) evidence of AASHTO Materials Reference Laboratory accreditation. If the Engineer is not currently accredited, submit evidence (with this contract) demonstrating that the firm’s testing laboratory has submitted application for accreditation and a statement that the laboratory is on track for accreditation (also provide a specific date by which accreditation is anticipated).

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

3/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: Allied World Assurance Company (U.S.) Inc.		19489
INSURER C: The Travelers Indemnity Company		25658
INSURER D: The Travelers Indemnity Company of America		25666
INSURER E: Lloyds of London		
INSURER F:		

COVERAGES TERCO01 CERTIFICATE NUMBER: 15882126 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TC2J-GLSA-9P529930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TC2J-CAP-131J3858	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	Y	Y	CUP-4W208814	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<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
B E	<input type="checkbox"/> CONTRACTORS POLLUTION LIAB <input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	0312-6506 LDUSA2405180	4/1/2023 4/1/2024	4/1/2025 4/1/2025	\$10,000,000 EACH OCCURANCE/AGGREGATE \$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

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

RE: MC-0675-H. ENGINEERING AND TESTING SERVICES, THE CITY OF OKLAHOMA CITY AND ITS PARTICIPATING TRUSTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. DEDUCTIBLES FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY AND PROFESSIONAL LIABILITY DO NOT EXCEED \$25,000.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

15882126

THE CITY OF OKLAHOMA CITY  
AND ITS PARTICIPATING PUBLIC TRUSTS  
420 WEST MAIN STREET  
SEVENTH FLOOR  
OKLAHOMA CITY OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY

TC2J-GLSA-9P529930

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule; is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

**(1)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- a. The Additional Insured — Owners, Lessees or Contractors — (Form B) endorsement CG 20 10 11 85; or

- b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

**(2)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

**(3)** If neither Paragraph **(1)** nor **(2)** above applies:

- a. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- b. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV —Commercial General Liability Conditions.

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#### 4. Other Insurance

##### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

Subsequent to the signing of that contract or agreement by you.

CG T1 00 02 19

POLICY NUMBER: TC2J-CAP-131J3858

COMMERCIAL AUTO  
ISSUE DATE: 04/01/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY  
COVERAGE - PRIMARY AND NON-CONTRIBUTORY WITH  
OTHER INSURANCE - CONTRACTORS**

This endorsement modifies insurance provided by the following:  
**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS**

WHERE REQUIRED BY WRITTEN CONTRACT.

**PROVISIONS**

1. The following is added to Paragraph **c.** in **A. 1., Who Is An Insured,** of **SECTION II- COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **5., Other Insurance,** in **B., General Conditions ,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance** , this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule of Additional Insured Persons Or Organizations is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**CA T6 00 02 16**

Umbrella Liability  
Policy Number: CUP-4W208814

### **AMENDMENT OF COVERAGE - WHO IS AN INSURED**

This endorsement modifies insurance provided under the following:  
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

The following replaces Paragraph A.2. of SECTION II - WHO IS AN INSURED:  
2. Any other person or organization qualifying as an insured in the "underlying insurance".

EU 01 25 07 16

UMBRELLA LIABILITY  
POLICY NUMBER: CUP-4W208814

**SECTION V - CONDITIONS**

**T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

EU 00 01 07 16

COMMERCIAL GENERAL LIABILITY POLICY NUMBER: TC2J-GLSA-9P529930

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**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):**

Any person or organization for whom you have agreed in a written contract or agreement to waive your right of recovery, but only for payment we make because of:

1. "Bodily Injury" or "property damage" that occurs: or
2. "personal injury" or advertising injury" caused by an offense committed; after you have executed that contract or agreement

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** Part. Such waiver by us applies only to the extent that the **Rights Of Recovery Against Others To Us of Section** insured has waived its right of recovery against such **IV - Conditions:** person(s) or organization(s) prior to loss. This

We waive any right of recovery against the person(s) or endorsement applies only to the person(s) or organization(s) shown in the Schedule above because of organization(s) shown in the Schedule above. payments we make under this Coverage

COMMERCIAL AUTO  
POLICY #TC2J-CAP-131J3858

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of the CONDITIONS section is replaced by the following:

**5. Transfer Of Rights Of Recovery Against Others to Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**CA T3 40 02 15**

Policy Numbers:

**WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY POLICY**

UB-1T88663A (AOS)

**ENDORSEMENT WC 00 03 13**

UB-1T885681 (AZ, MA, WI)

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### **SCHEDULE**

#### **DESIGNATED PERSON:**

**Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.**

#### **DESIGNATED ORGANIZATION:**

**Any person or organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver.**