

**AMENDMENT NO. 4 TO JOINT CONTRACT FOR WATER AND WASTEWATER
CIVIL ENGINEERING SERVICES**

This amendment is made and entered into this 5TH day of NOVEMBER, 2024, by and between The City of Oklahoma City, a municipal corporation, herein called "City" the Oklahoma City Water Utilities Trust, herein called "Trust", and CEC Corporation, herein called "Engineer".

WITNESSETH:

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

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

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

WHEREAS, the above was authorized under the auspices of **Amendment No. 1**; and

WHEREAS, subsequent to execution of the original contract as previously amended, and in an effort to avoid project delays, it was determined to be in the best interest of the City and Trust to incorporate Reimbursable Expenses into Paragraph 3. Compensation to allow for reimbursement of permitting fees the Engineer may incur during the duration of projects; and

WHEREAS, the above was authorized under the auspices of **Amendment No. 2**; and

WHEREAS, subsequent to execution of the original contract as previously amended, and due to rising costs, it was determined to increase the estimated construction cost to \$2,000,000 per project (an increase of \$500,000); and

WHEREAS, the above was authorized under the auspices of **Amendment No. 3**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it has been determined that two positions were inadvertently omitted and are necessary to provide adequate services for the contract; and

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

I. Amend **Paragraph 3. Compensation.** to read as follows:

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

Position	Rate
Senior Engineer	\$242
Project Engineer	\$189
Electrical Engineer	\$189
Mechanical Engineer	\$189
Structural Engineer	\$189
Engineer Intern	\$130
Senior Design Technician	\$140
Design Technician	\$116
Registered Surveyor (PLS)	\$211
Team Coordinator	\$145
Sr. Survey/Remote Sensing Technician	\$128
Survey Field Technician	\$ 99
Survey/Remote Sensing Office Technician	\$108
Survey Crew	\$227
SUE Manager	\$211
Senior SUE Technician	\$130
SUE Technician	\$103
Utility Records Research Technician	\$127
UAS/Drone Field Crew	\$211
UAS/Drone Team Lead	\$155
Administrative Assistant	\$ 82
Construction Engineer	\$238
Project Coordinator	\$183
Senior Inspector	\$151
Inspector (added by Amendment No. 4)	\$108
OK Municipal Department Manager (added by Amendment No. 4)	\$245

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.

[Remainder of this page intentionally left blank]

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

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 23rd day of OCT, 2024.

ATTEST:

CEC CORPORATION

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Signed by: [Signature]
F078998217C40F...
President

This instrument was acknowledged before me on this 23rd day of OCTOBER, 2024, by DOUG GLENN, as PRESIDENT of CEC CORPORATION

My Commission Expires/Commission Number 10-23-25 / 17009771 (Seal) [Signature] Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 5TH day of NOVEMBER, 2024

ATTEST:
[Signature]
City Clerk



[Signature]
Vice Mayor

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 5TH day of NOVEMBER, 2024

ATTEST:
[Signature]
Secretary



THE OKLAHOMA CITY WATER UTILITIES TRUST

[Signature]
Chairman

REVIEWED for form and legality.

A handwritten signature in blue ink, appearing to read "Chris Hall", is positioned above a horizontal line.

Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

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 McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032 www.mclaughlin-ins.com	CONTACT NAME: Brittany McLaughlin PHONE (A/C, No. Ext): 469-941-4101 E-MAIL ADDRESS: brittany@mclaughlin-ins.com FAX (A/C, No):														
INSURED CEC Corporation 4555 W. Memorial Rd Oklahoma City OK 73142	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER C: Travelers Casualty Co of Connecticut</td><td>36170</td></tr><tr><td>INSURER D: Travelers Casualty and Surety Co of Amer</td><td>31194</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Co of Amer	25674	INSURER C: Travelers Casualty Co of Connecticut	36170	INSURER D: Travelers Casualty and Surety Co of Amer	31194	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 80393515**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible Amount: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-8W859405	6/8/2024	6/8/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Deductible Amount: \$1,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2024	6/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2024	6/8/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/>	UB-8W859718	6/8/2024	6/8/2025	<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
D	Professional Liability Ded. Amount: \$75,000 Per Claim/Agg.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	107269615	6/8/2024	6/8/2025	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. RE: Project No. MC-0699-D Water And Wastewater Civil Engineering Services

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
and the Oklahoma City Water Utilities Trust
420 W. Main Street, Ste 700
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

Jeff McLaughlin

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ACORD 25 (2016/03)

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