

**AMENDMENT NO. 2 TO JOINT CONTRACT FOR CIVIL ENGINEERING SERVICES  
FOR WATER AND WASTEWATER SYSTEMS AT TINKER AIR FORCE BASE**

This amendment is made and entered into this 20TH day of JUNE, 2023, by and between The City of Oklahoma City, a municipal corporation, herein called "City", the Oklahoma City Water Utilities Trust, herein called "Trust", and Kimley-Horn and Associates, Inc., herein called "Engineer".

**WITNESSETH:**

Project No. MC-0714-C  
Civil Engineering Services for Water and Wastewater Systems at Tinker Air Force Base; and

**WHEREAS**, on March 14, 2023, the City and the Trust engaged the Engineer to perform water and wastewater civil engineering services at Tinker Air Force Base; and

**WHEREAS**, subsequent to the execution of the original contract, it was determined the Federal Provisions required to provide services at Tinker Air Force Base were inadvertently excluded from the contract; and

**WHEREAS**, the Provisions were incorporated as Exhibit D – Federal Contract Clauses; and

**WHEREAS**, engineering services and related improvements are anticipated to exceed the current annual engineering fee and construction costs per project, therefore, it was determined to increase the annual engineering fee to \$1,000,000 (an increase of \$500,000), and the estimated construction cost per project to \$2,000,000 (an increase of \$500,000); and

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

**WHEREAS**, subsequent to the execution of the original contract as previously amended, and in an effort to avoid project delays, it has been 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

**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:

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

Position	Rate
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Principal	\$300
Senior Engineer	\$260
Project Engineer	\$210
Engineer in Training	\$160
Engineer Designer	\$155
Clerical/Admin	\$100
Field Inspector	\$155

**The annual engineering fee (including Reimbursable Expenses) for work and/or services performed under this Joint Contract is estimated at \$1,000,000 per fiscal year.**

Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Engineer in the interest of the project, with the prior approval of the General Manager, and include the following:

1. Payment of permit fees required by the Project\*.  
 \*The Engineer will only be reimbursed for the actual cost of the permit application fee. A valid invoice and/or receipt of payment from the billing agency must be provided for reimbursement. All administrative time or costs are to be included in the Base Services portion of the Contract.

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.

Reimbursable expenses are limited to the actual cost for expenditures and shall not include any anticipated profits, overhead expenses, salaries and/or such other costs.

**[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 5th day of June, 2023.

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

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

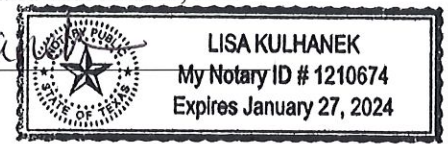
Aaron K. Rader, P.E.  
Vice President

This instrument was acknowledged before me on this 5th day of June, 2023, 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 amendment was approved and executed by The City of Oklahoma City this 20TH day of JUNE, 2023

ATTEST:

Amy K. Simpson  
City Clerk



David Holt

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 20TH day of JUNE, 2023


ATTEST:

Amy K. Simpson  
Secretary



J. D. Couch

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

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).

<b>PRODUCER</b> <b>Edgewood Partners Ins. Center</b> <b>3780 Mansell Rd. Suite 370</b> <b>Alpharetta, GA 30022</b>	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> 770-220-7699 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com														
<b>INSURED</b> <b>Kimley-Horn and Associates, Inc.</b> <b>421 Fayetteville Street, Suite 600</b> <b>Raleigh, NC 27601</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 474"><b>INSURER A : National Union Fire Ins Co of Pittsburg</b></td> <td data-bbox="1433 453 1563 474"><b>19445</b></td> </tr> <tr> <td data-bbox="816 480 1433 501"><b>INSURER B : Allied World Assurance Co (U.S.) Inc.</b></td> <td data-bbox="1433 480 1563 501"><b>19489</b></td> </tr> <tr> <td data-bbox="816 508 1433 529"><b>INSURER C : New Hampshire Insurance Company</b></td> <td data-bbox="1433 508 1563 529"><b>23841</b></td> </tr> <tr> <td data-bbox="816 535 1433 556"><b>INSURER D : Lloyd's of London</b></td> <td data-bbox="1433 535 1563 556"><b>085202</b></td> </tr> <tr> <td data-bbox="816 562 1433 583"><b>INSURER E :</b></td> <td data-bbox="1433 562 1563 583"></td> </tr> <tr> <td data-bbox="816 590 1433 611"><b>INSURER F :</b></td> <td data-bbox="1433 590 1563 611"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : National Union Fire Ins Co of Pittsburg</b>	<b>19445</b>	<b>INSURER B : Allied World Assurance Co (U.S.) Inc.</b>	<b>19489</b>	<b>INSURER C : New Hampshire Insurance Company</b>	<b>23841</b>	<b>INSURER D : Lloyd's of London</b>	<b>085202</b>	<b>INSURER E :</b>		<b>INSURER F :</b>	
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## COVERAGES

CERTIFICATE NUMBER: 23-24

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.

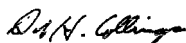
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	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"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2023	04/01/2024	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)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	<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			B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: MC-0714-C; Civil Engineering Services for Water and Wastewater Systems at Tinker Air Force Base; James Bryan. The City of Oklahoma City & its participating public 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 and professional liability are primary & non contributory where required by written contract. Waiver of Subrogation is applicable where required by (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>The City of Oklahoma City &amp; its participating public trusts</b> <b>420 W. Main Street, Suite 700</b> <b>Oklahoma City, OK 73134</b>	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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## DESCRIPTIONS (Continued from Page 1)

written contract & allowed by law. Separation of Insureds applies to the General Liability Policy. 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. Deductibles: General Liability - \$0; Automobile Liability - \$0; Workers Compensation - \$0; Professional Liability - \$25,000.