

**AMENDMENT NO. 4 TO CONTRACT FOR ENGINEERING SERVICES**

This amendment is made and entered into this 20TH day of MAY, 2025, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and AtkinsRealis USA, Inc., herein called "Engineer".

**WITNESSETH:**

**WHEREAS**, the City and the Engineer entered into an agreement on September 28, 2021 as follows:

Project Nos. PC-0808, Street Enhancements  
and PC-0824, Resurfacing; and

**WHEREAS**, the City engaged the services of the Engineer to provide for design and all other engineering services related to street enhancements on West Britton Road from North Western Avenue to North Shartel Avenue, and resurfacing on West Britton Road from North Western Avenue to I-235; and

**WHEREAS**, subsequent to the execution of the original contract, it was determined to be in the best interest of the City to direct the Engineer to perform a Traffic Analysis; and

**WHEREAS**, the Engineer was required to provide the following services, including but not limited to: 1) collect and summarize AM and PM peak hour traffic volumes; 2) summarize existing counts and develop future year AM and PM peak hour travel forecasts for the no-build and build condition; 3) develop AM and PM peak hour SYNCHRO traffic models to evaluate existing arterial segments and intersections for the existing year, and future no-build and build years; and 4) prepare a technical memorandum that documents the analysis methodology, traffic data, and results; and

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

**WHEREAS**, subsequent to the execution of the original contract as previously amended, it was determined that additional progress meetings will be required due to community input into the plans, contractor evaluation of plans based on the use of an existing unit price contract, and coordination of other City projects (2017 GO Bond and MAPS) in the area; and

**WHEREAS**, the Engineer also provided accelerated 90% plans for landscaping, and review of the subsequent construction submittal reviews; and

**WHEREAS**, a portion of the engineering fee originally designated for Additional Services was reallocated to the respective Tasks to fund the services described above; and

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

**WHEREAS**, subsequent to the execution of the original contract as previously amended, it was determined that additional Construction Administration and Inspection services are necessary; and

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

**WHEREAS**, subsequent to the execution of the original contract as previously amended, and due to cuts in the driving surface for lead service line removals and storm sewer repair, it has been determined to be in the best interest of the City to incorporate mill/overlay into the project; and

**WHEREAS**, it was also determined that OGE would not install streetlights until sometime in late 2025, therefore, streetlight installation will be constructed via an on-call electrical contract; and

**WHEREAS**, due to the additional scope of work, the Engineer will be required to provide six additional months of Construction Administration and Inspection services are necessary; and

**WHEREAS**, the original contract must be amended to incorporate the Engineer's increased scope of work related to these services and associated fees; and

**WHEREAS**, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$297,960 for Engineering services

For Amendment No. 1:

Not to exceed \$25,000 for Engineering services

For Amendment No. 2:

No change in cost. (reflects an increase of \$40,000 for Basic Services and a decrease of \$40,000 for Additional Services, resulting in no change of costs)

For Amendment No. 3:

Not to exceed \$59,400 for Engineering services

For Amendment No. 4:

Not to exceed \$44,201.60 for Engineering services

Total Amended Contract:

Not to exceed \$426,561.60 for all services (an increase of \$44,201.60); and

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

**NOW, THEREFORE**, the parties agree as follows:

I. Amend **Paragraph 2. Basic Services.** to read as follows:

**Basic Services.** The Engineer is hereby engaged and employed by the City to perform in accordance with good engineering practices and in the best interest of the City in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to performing a Traffic Analysis; and **Amendment No. 2** work related to bi-weekly project meetings, providing accelerated 90% plan for landscaping, and review of the subsequent construction submittals; and **Amendment No. 3** work related to additional Construction Administration and Inspection services; and **Amendment No. 4** work related to additional Construction Administration and Inspection services); including Exhibit A, and including but not limited to the following:

II. Amend **Paragraph 5. Compensation** to read as follows:

**Compensation.** The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$426,461.60 (an increase of \$44,201.60), which includes: for Basic Services an amount not to exceed \$382,331.60 (an increase of \$44,201.60), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$44,230, as specifically set forth in Exhibit E attached hereto and incorporated herein.

III. Amend **EXHIBIT B – COMPENSATION** to read as follows:

**EXHIBIT B  
COMPENSATION  
PROJECT NOS. PC-0808, STREET ENHANCEMENTS; AND  
AND PC-0824, RESURFACING**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$426,461.60 (an increase of \$44,201.60), which includes: for Basic Services an amount not to exceed \$382,331.60 (an increase of \$44,201.60), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$44,230 as specifically set forth in Exhibit E.

CS 10/22/18

## B.I. Basic Work and Services

Compensation for basic services may not exceed \$382,331.60 (an increase of \$44,201.60), and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:  
\$105,190

Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:  
\$76,040

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:  
\$7,500

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$60,891.60 (an increase of \$19,481.60)

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

The hourly breakdown for Task 4 is as follows:

Project Manager:

Bi-Weekly Progress Meetings – 16 hours

Final Review and Updates – 10 hours

Construction Manager:

BNSF Coordination – 16 hours

Remove and replace lead service lines – 8 hours

Move Fire Hydrant – 12 hours

Storm Water Investigations – 10 hours

Plan revisions to accommodate business at Britton and Classen – 12 hours

Pavement, sidewalk and curb and gutter on the north side of Britton, west of Francis – 50 hours

CS 10/22/18

Pavement, sidewalk, inlets and curb and gutter on the south side of Britton, east of Francis – 50 hours

Repairs to existing storm drain pipes south of Britton Road – 12 hours

Install landscape items – 40 hours

Task 5 an additional amount not to exceed:

\$5,000

Upon satisfactory completion and acceptance of the project as-built drawings.

Task 6 an additional amount not to exceed:

\$127,710 (an increase of \$24,720)

Compensation for Inspection Services shall not be greater than the amount and value of the work and services performed by the Engineer.

The hourly breakdown for Task 6 is as follows:

Inspection Services:

BNSF Coordination – 32 hours

Remove and replace lead service lines – 16 hours

Move Fire Hydrant – 24 hours

Storm Water Investigations – 20 hours

Plan revisions to accommodate business at Britton and Classen – 24 hours

Pavement, sidewalk and curb and gutter on the north side of Britton, west of Francis – 110 hours

Pavement, sidewalk, inlets and curb and gutter on the south side of Britton, east of Francis – 110 hours

Repairs to existing storm drain pipes south of Britton Road – 24 hours

Install landscape items – 80 hours


**[Remainder of this page intentionally left blank]**

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City 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 28th day of April, 20 25.

ATKINSREALIS USA, INC.

ATTEST:

  
Division Manager

STATE OF Texas )

) SS

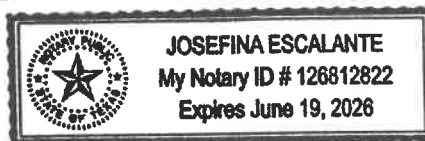
COUNTY OF Dallas )

This instrument was acknowledged before me on this 28th day of April, 2025, by Daphne King, as Division Manager of AtkinsRealis USA, Inc.

My Commission Expires/My Commission Number:

June 19, 2026 / 126812822

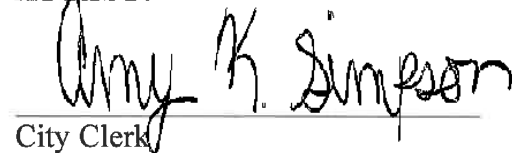
(Seal)



  
Notary Public

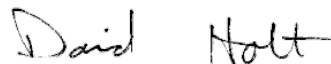
IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 20TH day of MAY, 20 25.

ATTEST:

  
City Clerk



THE CITY OF OKLAHOMA CITY

  
Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2024

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).

<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN102421774-Atki,-GAUJ.-23-24      NOC	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> American Guarantee & Liability Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 16535 26247
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**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005312615-11      **REVISION NUMBER:** 5

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO0137576-09	10/15/2023	11/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0137575-09	10/15/2023	11/15/2024	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC9304209-21	10/15/2023	11/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC0137577-10	10/15/2023	11/15/2024	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: Project NOS. PC-0808, Street Enhancements and PC-0824, Resurfacing  
The City of Oklahoma City and its participating trusts are included as additional insured where required by written contract with respect to general liability and auto liability coverages. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> The City of Oklahoma City & its participating public trusts Attn: Department of Public Works 420 W. Main St., Seventh Floor Oklahoma City, OK 73102	<b>CANCELLATION</b> <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.</b>  <b>AUTHORIZED REPRESENTATIVE of Marsh USA LLC</b>  Carolyn Stancel
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# Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0137575-09	10/15/2023	11/15/2024		18232000	<b>INCL</b>	

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

This endorsement modifies insurance provided under the:

### Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	30

All other terms and conditions of this policy remain unchanged.



## Blanket Notification to Others of Cancellation or Non-Renewal

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

Policy No. GLO 0137576-09

Effective Date: 10/15/2023

This endorsement applies to insurance provided under the:

**Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

<b>SCHEDULE</b>	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	90**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2024

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).

<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN102421774-Atki,-GAUJ.-24-25      NOC	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Starr Indemnity & Liability Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 38318
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**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005312615-13      **REVISION NUMBER:** 5

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"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER:			1000090872241	11/15/2024	10/15/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000679654241	11/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			1000095705241	11/15/2024	10/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	1000003953	11/15/2024	10/15/2025	<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

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

RE: Project NOS. PC-0808, Street Enhancements and PC-0824, Resurfacing

The City of Oklahoma City and its participating trusts are included as additional insured where required by written contract with respect to general liability and auto liability coverages. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

## CERTIFICATE HOLDER

The City of Oklahoma City  
& its participating public trusts  
Attn: Department of Public Works  
420 W. Main St., Seventh Floor  
Oklahoma City, OK 73102

## CANCELLATION

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  
of Marsh USA LLC

*Carolyn Stancel*

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

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**Named Insured:** ATKINSREALIS GROUP INC.

**Endorsement Effective Date:** 11/15/2024

### **SCHEDULE**

**Number Of Days' Notice:**

30

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

# STARR INDEMNITY & LIABILITY COMPANY

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## A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 99 06 18**

**(Ed. 4-15)**

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### **AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES**

We agree to give thirty (30) days' notice of cancellation to the following certificate holder(s) in the event that we cancel the policy for any reason other than non-payment of premium:

#### **SCHEDULE**

**ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE  
NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT**

We will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities for which thirty (30) days' notice of cancellation is required by an "insured contract" but only with respect to an entity for which you are directly or indirectly performing your work.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will such failure result in obligation or liability of any kind upon us, our agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: \_\_\_\_\_

**WC 99 06 18**  
**(Ed. 4-15)**

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

## **NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Number of Days' Notice** 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.