

AMENDMENT NO. 4 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 7TH day of MAY, 2024, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein after called "Trust", and Freese and Nichols, Inc., herein after called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on April 14, 2020 as follows:

Project No. ST-0149
North Canadian Wastewater Treatment Plant; and

WHEREAS, the Trust engaged Engineer to provide for design and all other engineering services related to a facility master plan for the North Canadian Wastewater Treatment Plant (WWTP) and design immediate improvements for equipment that has reached the end of its useful life; and

WHEREAS, subsequent to the execution of the original contract, it was determined to be in the best interest of the Trust to direct the Engineer to incorporate requirements of the Clean Water State Revolving Fund (CWSRF) program, including, but not limited to 1) updates to the technical specifications to include American Iron and Steel Act (AIS) and Build America Buy America Act (BABAA) requirements; 2) submittal of a signed and sealed Permit Set of design plans and technical specifications, the approved Engineering Report, the Green Project Reserve Checklist, and the Worksheet for Calculating Weighted Loan Terms; 3) preparation and submittal of the CWSRF Site Certificate form; 4) development of additional Bid Alternate descriptions needed to supplement cost decisions; and 5) updates to the Opinion of Probable Construction Cost (OPCC) to account for increased construction cost related to CWSRF requirements; and

WHEREAS, the Engineer will provide all coordination efforts with the Oklahoma Water Resources Board (ORWB) and Trust staff to meet CWSRF program requirements, and was also be required to provide additional construction administration for claims processing requirements,

and 9 months of additional construction administration and inspections due to an extended construction schedule; and

WHEREAS, it was also determined to direct the Engineer to provide design of a bid alternate for the Programmable Logic Controller's (PLC), Programming, and Monitoring of the Loop System; and

WHEREAS, updates to the Power Availability Study (PAS) and Electrical System Study (ESS) information are required and will include the addition of work provided by Projects ST-0149 and ST-0155 projects and Arc Flash Labeling at the North Canadian Wastewater Treatment Plant; and

WHEREAS, in order to update the PAS and ESS, the Engineer was required to provide utility coordination to allow for safe data collection, as well as model and perform the Electric Power Systems Analysis; and

WHEREAS, the work above 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 to be in the best interest of the Trust to direct the Engineer to provide review of the anticipated load additions that will be included in forthcoming projects ST-0167 and ST-0163, and modify capacity of the loop system; and

WHEREAS, based on the addition of disinfection and dechlorination loads associated with ST-0167, it was determined that multiple medium voltage loop switches require modifications to include additional ways to feed these loads; and

WHEREAS, the duct bank system for ST-0149 required evaluation and adjustments to accommodate these additional feeds; and

WHEREAS, the Engineer provided additional notes to ensure effective coordination can be established between the contractors for Projects ST-0149 and ST-0167; and

WHEREAS, the Engineer also provided an addendum package to include updated drawings, specifications, conduit schedules, and incorporation of all changes required to increase the overall 12.47kV loop system capacity for upcoming loads for projects ST-0167 and ST-0163, and add additional medium voltage loop switch ways and associated duct bank conduits to feed

the ST-0167 loads, in addition to an updated Opinion of Probable Construction Cost (OPCC); and

WHEREAS, the work above 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 to be in the best interest of the Trust to direct the Engineer to provide Value Engineering (VE) services to reduce the construction cost, including, but not limited to: 1) develop a list of potential value engineering items; 2) develop preliminary scope and provide an opinion regarding the proposed value current market conditions for multiple VE options; 3) coordinate with Trust Staff and the Contractor to evaluate proposed VE options and develop recommendations for items to be proposed to the Contractor; 4) review the scope of work and potential design changes for each proposed VE item with Contractor; 5) provide technical design coordination to the Contractor in order to assist in understanding the scope of the VE items; 6) review construction cost savings proposed by the Contractor and provide recommendations to the Trust staff on the value added for each VE Item; 7) develop tracking spreadsheets and provide general record coordination for the VE process; and 8) assist in developing presentation materials and supporting documents; and

WHEREAS, the Engineer also provided coordination efforts to facilitate the selected VE items; and

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

WHEREAS, subsequent to the execution of the original contract as previously amended, it has been determined to be in the best interest of the Trust to have the Engineer provide grant support services to ensure compliance with the Congressional Directed Funding Grants Program requirements; and

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

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

For the original contract:

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Not to exceed \$3,229,000 for engineering services

For Amendment No. 1:

Not to exceed \$710,800 for engineering services

For Amendment No. 2:

Not to exceed \$9,108 for engineering services

For Amendment No. 3:

Not to exceed \$82,240 for engineering services

For Amendment No. 4:

Not to exceed \$44,000 for engineering services

Total Amended Contract:

Not to exceed \$4,075,148 for all services (an increase of \$44,000); 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 Trust to perform in accordance with good engineering practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to incorporation of Clean Water State Revolving Fund (CWSRF) program requirements, additional construction administration and inspections, design of a bid alternate, and updates to the Power Availability Study (PAS) and Electrical System Study (ESS); and including **Amendment No. 2** work related to electrical loop modifications, duct bank evaluation, and preparation of an addendum package; and including **Amendment No. 3** work related to Value Engineer efforts and coordination; and including **Amendment No. 4** work related to grant support services to ensure compliance with the Congressional Directed Funding Grants Program requirements); 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 \$4,075,148 (an increase of \$44,000), which includes: for Basic Services an amount not to exceed \$3,590,640, both of which are specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$484,508 (an increase of \$44,000) 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 NO. ST-0149
NORTH CANADIAN WASTEWATER TREATMENT PLANT
MASTER PLAN AND UPGRADES**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$4,075,148 (an increase of \$44,000), which includes: for Basic Services an amount not to exceed \$3,590,640, both of which are specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$484,508 (an increase of \$44,000), as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$3,590,640, 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:
\$791,000

Completion and recommendation by the General Manager for approval by the Trust of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:
\$1,170,600

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

Task 3 an additional amount not to exceed:
\$192,000

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$666,140

Upon completion and final acceptance by the Trust 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.

Task 5 an additional amount not to exceed:
\$31,400

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

Task 6 an additional amount not to exceed:
\$739,500

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

IV. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. ST-0149
NORTH CANADIAN WASTEWATER TREATMENT PLANT
MASTER PLAN AND UPGRADES**

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

POTHOLING SERVICES **\$25,174**

Engineer will undertake potholing investigations. Compensation for this task will be made by not to exceed \$56,000 in total.

GEOTECHNICAL SAMPLING AND ANALYSIS **\$11,584**

Engineer will engage an independent consultant to collect geotechnical samples from locations near the proposed structural improvements and prepare a Geotechnical Report. The Engineer will provide recommendations for subgrade earthwork and foundation design parameters. Compensation for this task will be made by not to exceed \$12,000 and not to exceed at \$1,200 per boring.

POWER MEASUREMENTS INVESTIGATIONS AND GENERATOR STUDY **\$50,000**

1. Engineer will review existing generator system controls and contract with a firm to perform on-site testing of the existing generator system; this approach will determine if synchronizing, stability, or tuning issues are present within the existing generator and transfer control system. Engineer will address future design planning for a generator system and provide those results in a Technical Memo. Compensation for this task will be made by not to exceed \$50,000.

2. Engineer will identify locations for when actual power measurements will be required (up to 3 locations) to confirm if equipment is being overloaded when load study data is insufficient to make this determination. Engineer will contract with a firm to perform power measurements and make recommendations for equipment design based on these results to be included in the Engineering Report. Compensation for this task will be made by not to exceed \$25,000.

HVAC DESIGN

\$121,850

Based on field survey and analysis of whether new electrical equipment may be adequately conditioned or NFPA 820 code violations are found, Engineer will provide HVAC design services to address inadequate ventilation issues.

ADDITIONAL CONSTRUCTION ADMINISTRATIVE/INSPECTION SERVICES \$50,000

Engineer will perform additional construction administrative and inspection services in excess of the construction duration noted in Section H. Task 4 of this scope of work. Compensation for this task will be \$20,000 per month not to exceed \$50,000 in total.

ELECTRICAL SYSTEM STUDY (added by Amendment No. 1)

\$181,900

The Trust has requested that Power Availability Study (PAS) and Electrical System Study (ESS) information be updated to include modifications to the North Canadian WWTP with the addition of ST-0149 and ST-0155 projects. ST-0149 represents complete system-wide updates that will affect most of the equipment at the site, so this scope anticipates re-modeling the ESS and re-labeling most of the equipment on the site.

- ESS Updates (for those portions of work affected) Tech Memo.
- PAS Updates (for those portions of work affected) Tech Memo.
- ETAP model (for those portions of work affected).
- North Canadian WWTP Arc Flash labels and installation for affected equipment; Carollo will coordinate with the City for performing settings for new equipment, or adjustment of settings for existing equipment.
- Safety training for plant electrical and maintenance staff for updated equipment.
- Coordination and ESS meetings.
 1. Coordination:
 - i) Engineer and Trust staff will coordinate with all entities involved in the electrical system modifications to develop a plan for safely collecting data.
 - ii) Utility Coordination - Facilitate shutdowns, work sequences, and determine pertinent data to complete the studies.
 2. Data Collection:
 - i) Contractor shall provide cable size, cable lengths, equipment submittal data, and applicable drawings.
 - ii) Field Data Collection – Where necessary, Engineer shall collect and record pertinent electrical field data to model the electrical system for each facility.

3. Model and Perform Electric Power Systems Analysis:
Engineer shall develop draft report, update software model of electrical systems, and perform initial short circuit, protective device coordination study and arc flash hazard analysis of the power distribution systems for the facilities in accordance with:
- i) ANSI Std. C37 and IEEE Std. 141 (Red Book) – Short Circuit Analysis.
 - ii) IEEE Std. 242 (Buff Book) – A coordination study shall be performed to determine the proper overcurrent device settings that will balance system reliability through selective coordination while minimizing the magnitude of an electrical arc flash hazard incident.
 - iii) An incident energy study shall be done in accordance with the IEEE 1584, "IEEE Guide for Performing Arc Flash Hazard Calculations" as referenced in NFPA 70, "Standard for Electrical Safety in the Workplace" and NFPA 70E in order to quantify the hazard for selection of personal protective equipment (PPE) and application of proper labeling for the relevant equipment.
4. Reports/Deliverables:
- i) Power Availability Study shall contain:
 - Summary of findings.
 - Site Plan identifying potential electrical equipment interconnects.
 - Outlines concerns and potential constraints.
 - ii) Technical Memorandum shall contain:
 - Summary of findings.
 - Site Plan for recommended interconnection and equipment locations.
 - Overall One-line identifying:
 - Replacement recommendations
 - Interconnection locations
 - iii) Electrical System Study:
 - Technical recommendations to address electrical equipment problems/failures encountered during onsite data verification (if necessary).
 - Draft Arc Flash studies report.
 - Final Arc Flash studies report.
 - Protective device settings summary table for each facility.
 - Arc-flash hazard labels and electrical room door placards (hard and electronic copy).
 - iv) Final Reports:
 - Compilation of final reports will be provided based on Engineer's work, Trust review comments and developed safety program standards.
 - v) Arc Flash Labels – Engineer shall produce and install arc flash warning labels on appropriate equipment at the facilities in accordance with NFPA 70 (Article 110.16), NFPA 70E, ANSI Z535.4, and UL 969. Delivery Schedule
 - Draft Electrical System Study with the protective device settings will be delivered within 120 days of after receiving all required information from the construction Contractor.

- Final Power Availability Study and Electrical System Study report will be delivered within 90 calendar days of issuance of Project Completion to the construction Contractor.

CONGRESSIONAL DIRECTED FUNDING GRANTS PROGRAM COMPLIANCE (added by Amendment No. 4) \$44,000

The breakdown for this Additional Services is as follows:

Funding Support	\$13,600
Cultural Resource Study	
SHPO Coordination	\$13,000
Field Investigation	\$17,400

Funding Support:

1. Engineer shall provide support to the City of Oklahoma City and the Trust to develop and submit documentation and required information for the Congressional Directed Funding Grants Program requirements. Engineer shall attend meetings, develop memorandums, and technical reports, as required to meet the requirements set by the Environmental Protection Agency (EPA) for the funding program up to the approved amount of this task.
2. Engineer shall develop background information and submit a letter of coordination to the State Historical Preservation Office (SHPO) with a request for an opinion on the project's potential to have impacted significant cultural resources per the scope of work detailed in the attached subconsultants scope of work.
3. If required by the funding program or SHPO, an additional field survey and detailed report of the cultural resource findings will be developed and submitted to the SHPO per the scope of work detailed in the attached subconsultants scope of work.

Cultural Resource Study (to be performed by Environmental Research Group, LLC)

The Engineer has requested that Environmental Research Group (ERG) prepare a scope of work and cost estimate to provide cultural resource support services for upgrades to the Trust's North Canadian River Wastewater Treatment Plant (WWTP).

The EPA partially funds this project, triggering federal environmental and cultural resource laws including the National Environmental Policy Act (NEPA; in this case a NEPA Categorical Exclusion [CE]) and Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106).

The Oklahoma Water Resources Board (OWRB) reviewed the Trust's plans and determined that the project was exempt from environmental review under NEPA (letter, Lindy Clay to James Couch, 8/30/2022). Construction has begun on the Project, but the Trust has found that they have not met the cultural resource consultation requirements of Section 106. Under this scope of work, ERG will initiate Section 106 consultation and seek agency comment on the likelihood that project-related construction adversely impacted significant cultural resources.

ERG cultural resource specialists reviewed the Project with the Engineer and expect up to two cultural resource tasks under this scope of work: Task A (required) - background review and regulatory coordination with the Oklahoma State Historic Preservation Office (SHPO) and State Archaeologist; and Task B (optional; i.e., if required) - on-site cultural resource survey and reporting.

Required Task A Project SHPO Coordination

Prior to preparing a project coordination letter to the SHPO, ERG will consult all standard relevant cultural resource background materials. This includes an Oklahoma Archaeological Survey's Information System (OASI)) records search. ERG will also review proposed construction plans, as-built drawings from earlier phases of construction, and any environmental/geological studies conducted to supplement the analysis.

ERG will prepare a project coordination letter for submittal to the Oklahoma SHPO to introduce the project and make recommendations for the project's Area of Potential Effect (APE). Because this background study and coordination will be presented retroactively (after construction has begun), ERG's letter will define the work that has been conducted to date and the work yet to be completed and seek agency comment on the project's potential to have impacted significant cultural resources. From the extent of facility disturbance relative to the Project's construction locations, ERG expects to conclude that most of the project-related construction is/was unlikely to impact significant resources. ERG cannot make that determination for the project's entirety; therefore, ERG expects to seek agency comment on the need for field investigations in some project areas.

ERG will provide a draft letter of coordination to the Engineer and the Trust (sequentially) for review prior to submittal to the SHPO.

Tribal coordination is not provided in this scope of work since Tribes formally consult on a government-to-government basis.

Optional Task B Cultural Resource Field Investigations

If, through agency consultation, field investigations are required for Section 106 compliance, ERG cultural resource specialists will conduct a survey using methods that meet State Archaeologist and SHPO guidance. Shovel tests will be excavated at 30-meter intervals along any portions of the construction footprint that require field assessment. Previously recorded cultural resources occurring within the study area will be examined and updated, as necessary. Though none are expected for this project, architectural resources 45 years old or older will be inventoried in compliance with SHPO survey and inventory standards. Newly identified cultural resources will be fully documented in accordance with SHPO and State Archaeologist standards.

ERG anticipates all field investigations can be completed in up to two days for two archeologists.

Optional Task B Field Investigation Report of Findings and Recommendations

ERG will prepare a cultural resources survey summary report following the standards established by the Secretary of Interior and the Oklahoma SHPO. The report will detail the Project's components, the current site conditions, the results of field investigations (including, as necessary,

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recorded cultural resource descriptions), and make recommendations regarding the Project's potential to have adversely affected significant cultural resources. ERG will submit the report to the Engineer and the Trust (sequentially) for review and comment and revise the draft accordingly. The Engineer and/or the Trust will then be responsible for submitting hard copies of the reports to the OK SHPO. ERG will submit hard copies on behalf of the lead federal agency upon request. The OK SHPO and State Archaeologist will then have 30 days to review and comment, and ERG will address any comments within five business days. Distribution of hard copies of the final report to the Trust, the SHPO, and the State Archaeologist will then be the responsibility of the Engineer. Section 106 coordination will be concluded upon the Trust's receipt of a letter of concurrence from the SHPO and the State Archaeologist.

ASSUMPTIONS AND CONDITIONS

The scope and its associated budget have been developed with the following assumptions:

1. All proposed work is subject to Section 106 review.
2. Tribal coordination is not provided with this scope.
3. The project and its components generally match what is described herein and plans the Engineer provided in January 2024.
4. If field investigation is necessary, the Engineer will coordinate and ensure access to the property.
5. Recommendations for project related regulatory compliance will follow the SHPOs published minimum standards for survey.
6. Non-archaeological cultural resource survey, such as architectural history investigations, are not likely to be required and are not included in this scope of work.
7. Appropriate state forms, such as Historic Preservation Resource Identification (HPRI) form(s), will be completed and submitted for OK SHPO.
8. ERG assumes one round of review/revisions for the letter of coordination.
9. ERG assumes one round of review/revisions for the survey summary report.
10. SHPO has 30 to 60 calendar days to review and comment on the Phase I summary report and HPRI form(s).
11. The Engineer will be responsible for submitting the coordination letter and survey summary report to the lead agency (USAGE) for review and to the SHPO.
12. ERG will provide all submittals in electronic format (e.g., pdf).

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$484,508 (an increase of \$44,000). This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the General Manager. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the General Manager. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

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IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, 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 12 day of April, 2024.

FREESE AND NICHOLS, INC.

Alan C. Hukson
Vice President/Principal

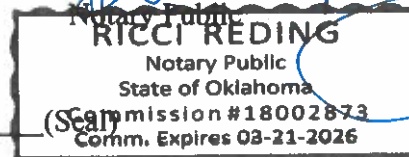
ATTEST:

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS

This instrument was acknowledged before me on the 12 day of April, 2024, by Alan C. Hukson, as Vice President/Principal of Freese and Nichols, Inc.

My Commission Expires/Commission Number:

03-21-2026 / 18002873



IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 7TH day of MAY, 2024

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Amy K. Simpson
Secretary



Joe C. Cook
Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 21ST day of MAY,
2024.

ATTEST:



City Clerk



Mayor



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2023

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Hartford Underwriters Insurance Company A+ (XV)	30104	
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER B : Valley Forge Insurance Company A(XV)	20508	
	INSURER C : Continental Insurance Company A(XV)	35289	
	INSURER D : Travelers Casualty and Surety Company	19038	
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	7063394194	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7063394177	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<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	X	X	7063394180	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	7063394213	10/23/2023	10/23/2024	<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	<input checked="" type="checkbox"/> Professional Liab.			107930947	10/23/2023	10/23/2024	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: PROJ #ST-0149

**Professional Liability subject to \$25,000 Deductible.

The City of Oklahoma City and the Oklahoma City Water Utilities Trust are included as Additional Insured with respect to General Liability, Auto Liability, and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and The Oklahoma City Water Utilities Trust 420 West Main Street, Suite 500 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



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability policies are Primary and Non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Worker's Compensation policies include a Waiver of Subrogation in favor of the Additional Insureds where permissible by state law and when required by written contract. The General Liability policy contains a Separation of Insured Clause per form CG 00 04 04 13. 30-day Notice of Cancellation be issued for the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies in accordance with policy terms and conditions.