

AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 13TH day of AUGUST, 2024, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein "Trust", and Freese and Nichols, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on July 7, 2020 as follows:

Project No. WT-0222
Various Draper Water Treatment Plant Improvements; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to comprehensive facilities audit to identify and prioritize system improvements related to age and design limitations required within the next 5-10 years; and

WHEREAS, subsequent to the execution of the original contract, it has been determined to be in the best interest of the Trust to direct the Engineer to provide design of SCADA controls for 31 existing plant valves, and replacement of existing flow control structures for 17 filters with an electromagnetic flowmeter on the backwash piping; and

WHEREAS, additionally, the original contract provided for possible future amendment to engage the services of the Engineer to provide preparation of Final Plans and Specifications, Bidding, Construction Administration and other services related to Phase II of this project; and

WHEREAS, it has been determined to be in the best interest of the Trust to direct the Engineer to proceed with preparation of Final Plans and Specifications, Bidding, Construction Administration and As-Built Services; and

WHEREAS, the estimated construction cost for WT-0222-I is \$17,403,794; 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 has been determined to be in the best interest of the Trust to direct the Engineer to perform chemical system modifications to reduce construction costs; and

WHEREAS, the modification include removal of the day tank and associated piping in the primary and secondary coagulant system design, and providing an alternate design for the day tank alternative; and

WHEREAS, the Engineer will request a variance from the Oklahoma Department of Environmental Quality for an alternate design to day tanks, and provide implementation of pipe gallery lighting improvements as identified in the lighting improvements study; and

WHEREAS, the original contract must be amended to incorporate the Engineer's increased scope of work outlined above 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 \$1,499,100 for engineering services

For Amendment No. 1:

Not to exceed \$1,324,445 for engineering services

For Amendment No. 2:

Not to exceed \$64,900 for engineering services

Total Amended Contract:

Not to exceed \$2,888,445 for all services (an increase of \$64,900); 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 design of SCADA controls for 31 existing plant valves, replacement of existing flow control structures for 17 filters with an electromagnetic flowmeter on the backwash piping; and Final Plans and Specifications, Bidding, Construction Administration and other services related to Phase II; and **Amendment No. 2** work related to chemical system modifications to reduce construction costs, requesting a day tank design alternative variance from ODEQ, and implementation of pipe gallery lighting improvements as identified in the lighting improvements study); including Exhibit A; and, including but not limited to the following:

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

TS 1/14/19

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$2,888,445 (an increase of \$64,900), which includes: for Basic Services an amount not to exceed \$2,822,445 (an increase of \$64,900), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$66,000 as specifically set forth in Exhibit E, attached hereto and incorporated herein.

- III. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A-1 Scope of Work (added by Amendment No. 2)**”:

**Exhibit A-1 Scope of Work
(added by Amendment No. 2)**

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (Engineer) understands that the Oklahoma City Water Utilities Trust (Trust) has requested engineering services associated with the rehabilitation work at the Draper Water Treatment Plant (WTP), as described below. The Engineer will provide services as noted herein.

A. Chemical System Modifications

The Trust has requested design services associated with the following items. These modifications will result in an anticipated savings of approximately \$160,000-\$175,000 of the estimated construction costs.

1. Prepare a Variance Request for an Alternate Design to Day Tanks (Variance Request to Title 252:626-11-3.(i) Day tanks.) to the Oklahoma Department of Environmental Quality (DEQ) Water Quality Division.
2. Remove from the Primary Coagulant System design the day tank and associated piping, pumps, valves, and appurtenances and update the electrical, instrumentation, and control design affected by this change.
3. Remove from the Secondary Coagulant System design the day tank and associated piping, pumps, valves, and appurtenances and update the electrical, instrumentation, and control design affected by this change.

B. Variance Request for an Alternate Design to Day Tanks

The Trust has requested an alternate design to the use of day tanks. Day tanks are required by the Oklahoma DEQ in accordance with Title 252:626-11-3.(i) Day tanks.

The variance request includes a technical memorandum, proposed alternatives to day tanks for the primary coagulant system, and proposed alternatives to day tanks for the secondary coagulant system as described below.

1. Technical Memorandum: The technical memorandum includes an overview of the Draper WTP and coagulation process, descriptions of the bulk primary and secondary coagulant systems with usage and storage calculations, descriptions of the primary and secondary coagulant feed systems with pump speed calculations, and the day tank variance request

with descriptions of design elements that will be included to prevent overfeeding of chemical in lieu of day tanks.

2. Primary Coagulant System Proposed Alternative Design: This includes a list of design changes recommended as an alternative to the day tank design for the Primary Coagulant System.
3. Secondary Coagulant System Proposed Alternative Design: This includes a list of design changes recommended as an alternative to the day tank design for the Secondary Coagulant System.

C. Modifications to the Primary Coagulant System

The Trust has requested design services associated with the modification of the Primary Coagulant System design to remove the day tank and associated piping, pumps, valves, and appurtenances. The electrical, instrumentation, and control design will also be modified to accommodate the design change. With the approval of the Oklahoma DEQ, the design can be modified to remove the day tank from the Primary Coagulant System.

The modifications to the Primary Coagulant System will include modifications to the designs for the bulk storage recirculation/transfer pump system, day tank, and feed systems as described below.

1. Bulk Storage Recirculation/Transfer Pump System: The recirculation/transfer pumps included in the design of the bulk storage system will be removed from the design. Piping, valves, and appurtenances associated with these pumps will be removed from the design.
2. Day Tank: The day tank will be removed from the design. Piping, valves, and appurtenances associated with the day tank will be removed from the design. Calculations will be performed to verify the feed pumps included in the design have the suction lift capable of pulling chemical from the bulk storage area instead of the day tank.
3. Feed System: The piping design will be modified to bring Primary Coagulant from the bulk storage area directly to the feed pumps.
4. Electrical: The electrical power design will be modified for these proposed design changes.
5. Instrumentation and Control: The instrumentation and control design will be modified for these proposed design changes.

D. Modifications to the Secondary Coagulant System

The Trust has requested design services associated with the modification of the Secondary Coagulant System design to remove the day tank and associated piping, pumps, valves, and appurtenances. The electrical, instrumentation, and control design will also be modified to accommodate the design change. With the approval of the Oklahoma DEQ, the design can be modified to remove the day tank from the Secondary Coagulant System.

The modifications to the Secondary Coagulant System will include modifications to the designs for the bulk storage transfer pump system, day tank, and feed systems as described below.

1. Bulk Storage Transfer Pump System: The transfer pump included in the design of the bulk storage system will be removed from the design. Piping, valves, and appurtenances associated with these pumps will be removed from the design.
2. Day Tank: The day tank will be removed from the design. Piping, valves, and appurtenances associated with the day tank will be removed from the design. Calculations will be performed to verify the feed pumps included in the design have the suction lift capable of pulling chemical from the bulk storage tanks instead of the day tank.
3. Feed System: The piping design will be modified to bring Primary Coagulant from the bulk storage area directly to the feed pumps.
4. Electrical: The electrical power design will be modified for these proposed design changes.
5. Instrumentation and Control: The instrumentation and control design will be modified for these proposed design changes.

E. Filter Building Pipe Gallery Lighting Improvements

1. Engineer will implement the recommendations identified in the Lighting Improvements Study.
2. Engineer will develop final design electrical drawings and specifications for construction.
3. The design will include the existing light fixtures to be demolished and removed.
4. The new lighting fixture installation will include additional fixtures installed overhead within the Pipe Gallery. The lighting will be controlled from each breaker and the light fixtures will remain on continuously.
5. The design task will not include egress or exit signage, electrical panel modifications, or back up power design. The assumption is that all panels are currently fed by the backup generator.
6. Engineer will provide bidding and construction phase professional services for the additional scope.

II. BASIC SERVICES: SCOPE OF SERVICES

A. Task 1: Preliminary Design Services

No additional Preliminary Design Services are required for this scope.

B. Task 2: Final Plan Services

1. Engineer shall provide professional services in this phase as follows:
 - a. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts at 95% and final design milestones of improvements to be constructed.
 - b. Prepare applications and supporting documents for permits required by local, state, and federal authorities. Furnish Trust, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities. Preparation of applications and supporting documents for government grants or for planning advances is an additional service.
 - c. Coordinate with other City departments, local, federal, and state agency(s) to collect requirements and provide Project updates, as necessary. Other City departments may include:

- i. Public Works,
 - ii. Planning,
 - iii. Code Review,
 - iv. Fire Marshal, and
 - v. Others.
- d. Submit drawings, specifications, and Construction Contract Documents to the applicable City departments, local, federal, and state agency(s) for approval, where required. Engineer will make corrections and resubmit based on the comments received from the agencies at no cost to the Trust.
- e. Furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.
- f. Prepare revised opinion of probable construction cost at 95% and final design milestones.
- g. Prepare bidder's proposal forms (Project quantities) of the improvements to be constructed.

C. Task 3: Bidding Services

Engineer will provide Bidding Services for additional scope as detailed in the original contract.

D. Task 4: Construction Administration

Engineer will provide Construction Administration Services for additional scope as detailed in the original contract.

E. Task 5: Record Drawing Services

Engineer will provide Record Drawing Services for additional scope as detailed in the original contract.

F. Task 6: Construction Inspection Services

No additional Construction Inspection Services are required for this scope.

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

EXHIBIT B
COMPENSATION
PROJECT WT-0222
VARIOUS DRAPER WATER TREATMENT PLANT IMPROVEMENTS

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 \$2,888,445 (an increase of \$64,900) which includes: for Basic Services an amount not to exceed \$2,822,445 (an increase of \$64,900), which is specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$66,000, as specifically set forth in Exhibit E.

B.I. Basic Work and Services (Project WT-0222 Phase I)

Compensation for basic services may not exceed \$1,373,876 (an increase of \$64,900), 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:

\$384,878

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:

\$538,201 (an increase of \$61,800)

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

Task 3 an additional amount not to exceed:

\$25,154 (an increase of \$800)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

\$221,973 (an increase of \$1,200)

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:

\$31,076 (an increase of \$1,100)

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

Task 6 an additional amount not to exceed:

\$172,594

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

B.II. Basic Work and Services (Project WT-0222 Phase II)

Compensation for basic services may not exceed \$1,448,569, 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:
\$251,800

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:
\$732,525

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

Task 3 an additional amount not to exceed:
\$24,501

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$120,360

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:
\$13,628

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

Task 6 an additional amount not to exceed:
\$305,755

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

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EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WT-0222
VARIOUS DRAPER WATER TREATMENT PLANT IMPROVEMENTS

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:

E.I. Additional Services (**Project WT-0222 Phase I**)

E.II. Additional Services (**Project WT-0222 Phase II**)

WATER QUALITY ANALYSIS

\$33,500

- A. If, upon completion of the data review as described in the Project Understanding, the current polymer dose does not allow the Draper WTP to meet the turbidity requirements of the Oklahoma Department of Environmental Quality and upon written authorization from the Trust, Engineer shall prepare and perform a jar testing protocol as outlined below.
- B. Preparation of Jar Testing Protocol: The jar testing protocol will be based on the existing polymer used at the Draper WTP. The jar testing protocol will include the four scenarios outlined below.
 - 1. The polymer trial shall be based on five (5) varying polymer doses with one (1) blank. Turbidity shall be measured after polymer is dosed and mixed and the solution allowed to settle.
 - 2. The ferric trial shall be based on five (5) varying ferric doses with one (1) blank. Turbidity shall be measured after ferric is dosed and mixed and the solution allowed to settle.
 - 3. The optimized polymer dose from the previous scenario (2.a) will be applied to five (5) varying doses of ferric. The sixth jar will remain as a blank. Turbidity shall be measured after both chemicals are dosed and mixed and the solution allowed to settle.
 - 4. The optimized ferric dose from the previous scenario (2.b) will be applied to five (5) varying doses of polymer. The sixth jar will remain as a blank. Turbidity shall be measured after both chemicals are dosed and mixed and the solution allowed to settle.
- C. Execution of Jar Testing Protocol: Engineer shall coordinate with the current polymer vendor for assistance with the jar testing. For this purpose of this scope and fee, it is assumed that the jar testing will be conducted in the laboratory at the Draper WTP,

utilizing the jar testing apparatus and turbidity analyzer at the Draper WTP. It is also assumed that the polymer and ferric suppliers will provide assistance and chemicals during the testing.

- D. Laboratory Analysis: Engineer shall coordinate sample analysis to be performed by a state approved laboratory for turbidity and SUVA.
- E. Technical Memorandum: A draft technical memorandum summarizing the results of the jar testing will be prepared for review and input by the Trust. The final technical memorandum will incorporate review comments and submitted to the Trust. Recommendations outlined in the technical memorandum will then be incorporated in the design for the new polymer/ferric storage and feed system.

TOPOGRAPHIC SURVEY

\$7,000

Engineer will engage an independent consultant to collect topographic survey of the project areas in accordance with the Basic Contract.

LEAD-BASED PAINT SAMPLING AND ANALYSIS

\$7,500

Engineer will engage a third party subconsultant to assess the presence of Lead-Based Paint on the pipes located in the filter pipe gallery by collecting and analyzing paint chip samples.

GEOTECHNICAL SAMPLING AND ANALYSIS

\$18,000

Engineer will engage an independent consultant to collect geotechnical samples from locations near the proposed structural improvements. The Engineer will provide recommendations for subgrade earthwork and foundation design parameters.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$66,000. 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 City Engineer. 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 19 day of July, 20 24.

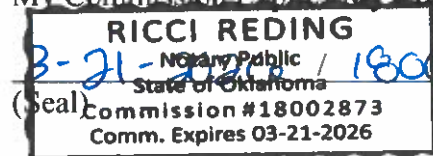
FREESE AND NICHOLS, INC.


ATTEST:


Vice President

STATE OF Oklahoma)
) SS
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 19 day July, 2024,
by William Clay Arndson as Vice President of Freese & Nichols, Inc.
My Commission Expires/My Commission Number:

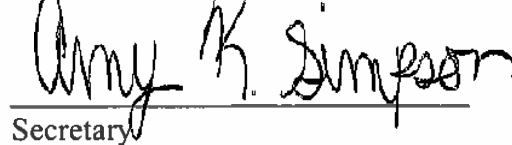



Notary Public

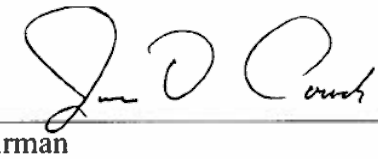
IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 13TH day of AUGUST, 2024.

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:


Secretary




Chairman

REVIEWED for form and legality.


Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 27TH day of AUGUST, 2024.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
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	X	X	7063394194	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab.						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY	X	X	7063394177	10/23/2023	10/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	7063394180	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	7063394213	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N						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.			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 #WT-0222 - VARIOUS DRAPER WATER TREATMENT PLANT IMPROVEMENTS

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 Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability 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, SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and its beneficiary trusts 420 West Main St, 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 and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies in accordance with policy terms and conditions.