

**AMENDMENT NO. 3 TO JOINT CONTRACT FOR CIVIL ENGINEERING SERVICES
FOR WATER AND WASTEWATER SYSTEMS AT TINKER AIR FORCE BASE**

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

WITNESSETH:

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

WHEREAS, on October 11, 2022, the City and the Trust engaged the Engineer to perform water and wastewater civil engineering services at Tinker Air Force Base; and

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

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

WHEREAS, subsequent to the execution of the original contract as previously amended, it was determined engineering services and related improvements are anticipated to exceed the current annual engineering fee and construction cost per project, therefore it was necessary to increase the annual engineering fee to \$1,000,000 (an increase of \$500,000) and the estimated construction cost per project to \$2,000,000 (an increase of \$500,000); and

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

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

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

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

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

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

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

The Engineer shall submit invoices, accompanied by detailed description of the total work accomplished to the City and OCWUT, not more than once per month.

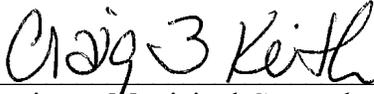
Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Engineer in the interest of the project, with the prior approval of the General Manager, and include the following:

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

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

[Remainder of this page intentionally left blank]

REVIEWED for form and legality.


Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/04/2023

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Tetra Tech, Inc. 7645 E. 63rd Street Suite 301 Tulsa OK 74133 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Zurich American Ins Co | | 16535 |
| | INSURER B: Allied World Surplus Lines Insurance Co | | 24319 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES **CERTIFICATE NUMBER:** 570099749092 **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATED | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | GL0181740604 | 10/01/2022 | 10/01/2023 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | BAP 1857085 04 | 10/01/2022 | 10/01/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | WC254061604 | 10/01/2022 | 10/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| A | | N/A | | AOS | 10/01/2022 | 10/01/2023 | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | WC185708704 | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | WI | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| B | <input checked="" type="checkbox"/> Environmental Contractors and Prof | | | 03120276 | 10/01/2022 | 10/01/2023 | Each Claim | \$1,000,000 |
| | | | | Professional Liab/Polluti | | | Aggregate | \$1,000,000 |
| | | | | SIR applies per policy terms & conditions | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Job Name: MC-0714-D, Amendment No. 3, water and wastewater systems at Tinker Air Force Base. City of Oklahoma City and the Oklahoma City Water Utilities Trust are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions as required by written contract. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies as required by written contract. Workers Compensation Coverage under policy no. WC254061604 applies in the State of Oklahoma. Stop Gap Coverage for the following states: OH, ND, WA, WY.

| | |
|--|---|
| CERTIFICATE HOLDER Oklahoma City Water Utilities Trust 420 West Main St., Suite 500 Oklahoma City OK 73012 USA | 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 DocuSigned by: BA8186634C7BB4F0... |

Holder Identifier : 179

570099749092

Certificate No :



POLICY NUMBER: WC 2540616-04

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you 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 you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above 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 you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 1817406-04

Effective Date: 10/01/2022

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.

| SCHEDULE | |
|---|----|
| The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days: | * |
| The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days: | ** |
| * 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.


ZURICH®

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 1857085-04 | 10/01/2022 | 10/01/2023 | | 75272000 | INCL | |

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 contact 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.