

**AMENDMENT NO. 3 TO CONTRACT FOR ENGINEERING SERVICES**

This amendment is made and entered into this 26TH day of SEPTEMBER, 20 23, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and CEC Corporation, herein called "Engineer".

**WITNESSETH:**

**WHEREAS**, the City and the Engineer entered into an agreement on August 30, 2022 as follows:

Project No. PC-0785  
Strong Neighborhoods Initiative Capitol Hill Plaza, and  
Pursuant to Amendment No. 3:  
Project No. MS-0125, Capitol Hill Trail; and

**WHEREAS**, the City engaged the services of the Engineer to provide for design and all other engineering services related to the Strong Neighborhoods Initiative Capitol Hill Plaza, South Harvey Avenue from SW 24th Street to SW 25th Street; and

**WHEREAS**, CEC Corporation was originally engaged by the City on May 24, 2021, through a separate on-call contract to perform services for Project PC-0785, Strong Neighborhoods Initiative Capitol Hill Plaza; and

**WHEREAS**, on February 1, 2022, City Council approved City restoration projects to be funded by Coronavirus State and Local Fiscal Recovery Funds, pursuant to the American Rescue Plan Act (ARPA), of which Project PC-0785 was included; and

**WHEREAS**, due to the additional funds, the construction cost exceeded the \$1,000,000 fixed limit of construction cost as set forth in Paragraph 2.A. Services, of the on-call engineering contract; and

**WHEREAS**, as a result, consultant selection was waived to allow the City and CEC Corporation (Engineer) to enter into a formal contract for PC-0785 and negotiations for the formal contract included only the scope of work related to the new ARPA funds with the understanding that the Engineer would provide all services under the work order in addition to those negotiated for the formal contract; and

**WHEREAS**, subsequent to the execution of the original contract, it was determined to be in the best interest of the City to incorporate all remaining services from the work order into the contract for tracking purposes; and

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

**WHEREAS**, subsequent to execution of the original contract as previously amended, it was determined a total of four (4) parcels are required for the proposed plaza design; and

**WHEREAS**, Amendment No. 1 provided for easement exhibit preparation services for a total of two (2) parcels, therefore it was determined to be in the best interest of the City to reallocate funds within additional services to compensate the Engineer for the two additional easements required for the project; and

**WHEREAS**, staking services for right-of-way acquisition are no longer anticipated, thus remaining funds became available for other additional service items necessary for completion of the project; and

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

**WHEREAS**, subsequent to execution of the original contract as previously amended, it has been determined to be in the best interest of the City to direct the Engineer to provide additional design for the foundation of the proposed gazebo stage structure, shade structures, and entry portal; and

**WHEREAS**, it has also been determined to be in the best interest of the City to construct a trail connecting Wiley Post Park across the existing BNSF railroad tracks to the Plaza area, and provide wayfinding signage; and

**WHEREAS**, the Engineer will be required to provide additional topographic survey, design and coordination with BNSF to cross the railroad; and

**WHEREAS**, the trail will be constructed under Project MS-0125; and

**WHEREAS**, the estimated construction cost for MS-0125 is \$700,000 (an increase of \$700,000); 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 \$114,202 for Engineering services

For Amendment No. 1:

Not to exceed \$39,878.80 for Engineering services

For Amendment No. 2:

No change in cost

For Amendment No. 3:

Not to exceed \$87,137 for Engineering services

Total Amended Contract:

Not to exceed \$241,217.80 for all services (an increase of \$87,137); and

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

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

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

**Engineering 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 and including Exhibit A, (including **Amendment No. 1** work related to incorporation of work approved for this Project under the auspices of a separate on-call contract; and **Amendment No. 2** work related to reallocation of funds in Exhibit E - Additional Services; and **Amendment No. 3** work related to additional design for the foundation of the proposed gazebo stage structure, shade structures, and entry portal, a trail connecting Wiley Post Park across the existing BNSF railroad tracks to the Plaza area, and wayfinding signage); 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 \$241,217.80 (an increase of \$87,137), which includes: for Basic Services an amount not to exceed \$230,017.80 (an increase of \$78,637), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$11,200 (an increase of \$8,500), as specifically set forth in Exhibit E attached hereto and incorporated herein.

III. Amend **Paragraph 17. Work Orders** to read as follows:

**Work Orders.** The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Preliminary Report Services - Task 1B for MS-0125 within ninety (90) calendar days of date of written work order from the City Engineer (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the work order), and shall complete and submit the Final Plan Services - Task 2 for MS-0125 within ninety (90) calendar days of date of written work order from the City Engineer.

IV. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A-Scope of Work (added by Amendment No. 3)**”:

## **Exhibit A-Scope of Work (Added by Amendment No. 3)**

### **PC-0785**

The additional scope of services includes the preparation of two (2) exhibits and printing two (2) exhibit boards for the presentation of the selected name for the Capitol Hill Plaza. Additionally, this amendment includes structural design for the foundation of the proposed gazebo stage structure, shade structures, and entry portal.

### **MS-0125**

The scope of services includes topographic survey, design of proposed trail connecting Wiley Post Park across the existing BNSF railroad tracks and wayfinding signage. See the location map below for the location of the proposed trail and railroad crossing.



Project Location Map

### **PROJECT DESCRIPTION**

The following improvements are included in the scope of work for the Capitol Hill Plaza (**PC-0785**):

- Preparation of two (2) rendered exhibits and the printing of two (2) exhibit boards for the presentation of the selected name for the Capitol Hill Plaza.
- Structural design of the superstructure and foundation systems for the proposed gazebo stage structure, shade structures, and entry portal.

The following improvements are included in the scope of work for the Capitol Hill Trail (**MS-0125**):

- Topographic survey along the anticipated alignment of the proposed trail.
- Design of a proposed 10'-12' concrete trail that connects Wiley Post Park south across the BNSF train tracks to SW 21st Street.
- Coordination of the proposed railroad crossing with the BNSF railroad.
- Implementation of wayfinding signage to direct pedestrians to and from Wiley Post Park.

### **MS-0125 – SCOPE OF WORK**

#### **TASK 1A – SURVEY SERVICES**

#### LIMITS OF TOPOGRAPHIC SURVEY (See map below for limits)

- Set a minimum of two (2) control points for horizontal and vertical purposes in which 1 control point is derived from an OPUS solution of a GPS static session
- Establish two (2) benchmarks in project vicinity and run differential level loop
- Provide topographic survey services to include the following existing surface features: roads, railroad tracks, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities
- Utilities: "OKIE811" will be contacted at least 72 hours prior to survey and the locations as marked will be obtained.
  - Engineer will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided to Engineer by the Utility Owner.
  - Engineer is NOT responsible for unmarked or mismarked utilities
  - Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- Cross sections at 25' density including applicable break lines
- Contours at 1.0' minimum density

#### PROPERTY PLOTTING (for properties within the survey limits)

- Document Research
  - Research deeds, plats, and other documents from County Clerk's and Assessor office /websites or through an abstractor/title company
- Boundary Control Research
  - Research section lines and/or platted monuments to be able to sufficiently plot plats and any un-platted deeded properties
- Plot applicable properties, right-of-way and easements throughout the survey limits

#### DELIVERABLES

- Civil 3d file and AutoCAD file of all above items
- Survey Control and Topographic Survey Certifications

#### ADDITIONAL SERVICE - EASEMENT EXHIBIT PREPARATION & STAKING

- Prepare legal descriptions and easement exhibits for parcels if necessary.
  - Note: All easement boundaries will be provided in Civil 3D or AutoCAD Format referenced to the topographic survey completed by Engineer.
- One-time easement staking if necessary.

#### Items **EXCLUDED** from the Scope of Work

- Survey Data Sheets
- Property/Boundary Survey(s)
- ALTA/NSPS Survey
- FEMA Flood Plain Determination
- Flood Plain Management

- Elevation Certificate(s)
- Construction staking
- Utility coordination and/or Subsurface Utility Engineering (SUE) services
- Utility Potholing or 4-way sweep locating



### **TASK 1B – PRELIMINARY ENGINEERING REPORT**

This task includes the work required to study and provide a preliminary report examining the above listed improvements for the proposed Capitol Hill Trail. Detailed scope items are as follows:

- Submit 30% conceptual plans and Preliminary Engineering report for City of Oklahoma City review.
- A preliminary Engineer's estimate will be included for the design improvements.
- Attend one (1) design review meeting with the City of Oklahoma City.

### **TASK 2 – FINAL PLANS**

This task includes the work required to complete final design plans and specifications for construction of the Capitol Hill Trail. Detailed scope items are as follows:

- Submit 90% plans to the City of Oklahoma City for review prior to proceeding to final design plans.
- Prepare final plans, specifications, and Engineer's estimate.
- Attend two (2) design review meetings with the City of Oklahoma City.
- Assist the City with the utility coordination for all public and private utilities in conflict with the project improvements.
- Coordination with the BNSF railroad.

### **TASK 3 – BIDDING SERVICES**

This task includes the work required to perform the bidding services assistance for one construction contract. Detailed scope items are as follows:

- Attend and assist with one (1) pre-bid conference
- Prepare .CSV file for electronic bidding
- Answer contractor questions and issue clarifications as needed
- Review bids and provide recommendation of contractor

#### **TASK 4 – CONSTRUCTION ADMINISTRATION**

This task includes the work required to perform the construction administration for one construction contract for the Capitol Hill Trail. Detailed scope items are as follows:

- Conduct six (6) bi-weekly construction progress meetings based on a construction duration of 90 days.
- Review contractor's submittals.
- Address RFI's, amendments, and change orders.
- Review and recommend approval for payment of contractor's claims.
- Attend the final walk-through meeting with the contractor and City of Oklahoma City.

#### **TASK 5 – AS-BUILT DRAWINGS**

This task includes the work required to obtain field changes to the plans and specifications as well as incorporate any changes reflected in the City of Oklahoma City and contractor-supplied red-line mark-ups into the project drawings. They will be submitted as As-Built plans.

### **PC-0785 SCOPE OF WORK**

#### **TASK 2 FINAL PLANS**

This task includes the work required to complete final design plans and specifications for construction of the Capitol Hill Plaza. Detailed scope items are as follows:

- Submit two (2) rendered exhibits and two (2) printed boards to use for the presentation revealing the selected name of the Capitol Hill Plaza.
- Prepare final plans, specifications and Engineer's estimate for the structural design of the superstructure and foundation systems for the gazebo stage structure, shade structures, and entry portal to the Plaza.
- Attend one (1) design review meeting with the City of Oklahoma City to discuss the structural design.

#### **TASK 4 – CONSTRUCTION ADMINISTRATION PHASE**

This task includes the work required to perform the construction administration for the structural design for the Capitol Hill Plaza. Detailed scope items are as follows:

- Review contractor's submittals.
- Address RFI's
- Attend one (1) construction site visit.

#### **ITEMS EXCLUDED FROM THE SCOPE OF WORK**

- Geotechnical Investigations
- Drainage analysis and drainage report
- Design of any public or private utility

- Design of retaining walls, sheet piling, or any other structural design unless mentioned above
- Construction or right-of-way staking
- Landscaping and irrigation design
- Potholing
- Right-of-way Acquisition
- Special Lighting Design

## **PROJECT SCHEDULE**

Following receipt of our Notice to Proceed, it is expected that the Engineer personnel can begin working on the project within one week.

Notice to Proceed – September 2023

30% Conceptual Plan Submittal – 90 days following NTP

90% Plan Submittal – 60 days following review of 30% plans

Final Plan Submittal – 30 days following review of 90% plans

These submittal dates assume a one-week review period by the City of Oklahoma City.

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

### **EXHIBIT B COMPENSATION PROJECT NO. PC-0785 STRONG NEIGHBORHOODS INITIATIVE CAPITOL HILL PLAZA**

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 \$241,217.80 (an increase of \$87,137) which includes: for Basic Services an amount not to exceed \$230,017.80 (an increase of \$78,637), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$9,200 (an increase of \$8,500) as specifically set forth in Exhibit E.

B.I. Basic Work and Services  
PC-0785 \$171,440.80 (an increase of \$20,060)

Compensation for basic services may not exceed \$171,440.80 (an increase of \$20,060), 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:  
\$29,620.80

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



Fee breakdown for Task 1 – Preliminary Report Services is as follows:

|   |             |
|---|-------------|
| Task 1.1 Geotechnical Investigation     | \$ 7,500    |
| Task 1.2 Preliminary Engineering Report | \$22,120.80 |

Task 2 an additional amount not to exceed:  
\$100,226 (an increase of \$15,130)

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

Fee breakdown for Task 2 – Final Plan Services is as follows:

|                                  |          |
|----------------------------------|----------|
| Presentation exhibits and boards | \$ 2,750 |
| Structural Design Plans          | \$12,380 |

Task 3 an additional amount not to exceed:  
\$6,398

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$31,890 (an increase of \$4,930)

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.

Task 5 an additional amount not to exceed:  
\$3,306

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

#### B.II. Basic Work and Services

MS-0125 (added by Amendment No. 3) \$58,577 (an increase of \$58,577)

Compensation for basic services may not exceed \$58,577 (an increase of \$58,577), 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 1A an amount not to exceed:  
\$9,700

Completion and of Survey Services for the project.

Fee breakdown for Task 1 – Survey Services is as follows:

|                            |         |
|----------------------------|---------|
| Topographic Survey         | \$4,650 |
| OKIE 911 Utility Survey    | \$ 700  |
| Right of Way Determination | \$4,350 |

Task 1B an amount not to exceed:  
\$14,895

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:  
\$21,474

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

Fee breakdown for Task 2 – Final Plan Services is as follows:

|                      |          |
|----------------------|----------|
| Design Plans         | \$17,690 |
| Roadway Coordination | \$ 3,784 |

Task 3 an additional amount not to exceed:  
\$4,628

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$5,880

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.

Task 5 an additional amount not to exceed:  
\$2,000

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

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

**EXHIBIT E  
ADDITIONAL SERVICES  
PROJECT NO. PC-0785  
STRONG NEIGHBORHOODS INITIATIVE CAPITOL HILL PLAZA**

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. 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:

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.

2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the Trust's own forces, which work or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing architectural and testing laboratories that have annual on-call contracts with the Trust, beyond basic services requirements.
7. Produce miscellaneous presentation materials beyond Basic Services requirements.
8. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
9. Provide staking of right-of-way for right-of-way acquisition purposes.
10. Prepare documents required for right-of-way/easement acquisitions.
  - a. Four parcels at \$350 for a total of \$1,400
  - b. Five parcels at \$500 for a total of \$2,500 (added by Amendment No. 3)
11. Provide right-of-way/easement acquisition services.
12. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each) **\$6,000 (an increase of \$6,000)**

The FAA requires a field observer if the FAA Remote Pilot does not have a line of sight along the flight path. It is the Engineer's responsibility to ensure the Drone Operator meets FAA regulations on all flights.

All projects require, at a minimum, three flights flown along the same path, before, during and after construction, unless the project is scoped with specific flight requirements. The target flight height for Roadway project is 75-foot minimum and 125-foot maximum, with variances allowed for site specific needs.

Video Editing will consist of the following:

1. Each video should contain a still title screen at the beginning of the flight video that lists:

- a. Project Number
  - b. Project Location
  - c. Engineering Firm Name
- 2. 4K video with a 1080 minimum resolution
- 13. Provide design required for the selection, procurement, installation and approval of Public Arts.
- 14. Provide survey for design changes beyond basic services requirements.
- 15. Additional Services necessary for completion of the project - \$1,300 (added by Amendment No. 2)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$11,200 (an increase of \$8,500). 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 City Engineer. 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.

**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 6<sup>th</sup> day of September, 20 23.

**CEC CORPORATION**

DocuSigned by:

[Signature]  
F0759996217C40F...

President

**ATTEST:**

**STATE OF** Oklahoma )

) **SS**

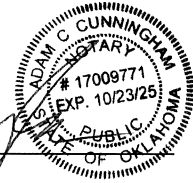
**COUNTY OF** Oklahoma )

This instrument was acknowledged before me on this 6<sup>th</sup> day September, 2023, by Doug Glenn, as President of CEC Corporation.

My Commission Expires/My Commission Number:

10-23-25 / 17009771  
(Seal)

[Signature]  
Notary Public



**IN WITNESS WHEREOF**, this amendment was approved and executed by The City of Oklahoma City this 26TH day of SEPTEMBER, 20 23.

**THE CITY OF OKLAHOMA CITY**

**ATTEST:**

[Signature]  
City Clerk



[Signature]  
Mayor

**REVIEWED** for form and legality.

[Signature]  
Assistant Municipal Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2023

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).

| <b>PRODUCER</b><br>McLaughlin Insurance Agency<br>3012 Ridge Road Suite 204<br>Rockwall, TX 75032<br><br>www.mclaughlin-ins.com | <b>CONTACT NAME:</b> Brittany McLaughlin<br><b>PHONE (A/C, No. Ext):</b> 469-941-4101<br><b>E-MAIL ADDRESS:</b> brittany@mclaughlin-ins.com<br><b>FAX (A/C, No):</b>   |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |
|---|--|-------------------------------|--------|--------------------------------------|-------|---|-------|---|-------|---|-------|---|-------|------------|--|
| <b>INSURED</b><br>CEC Corporation<br>4555 W. Memorial Rd<br>Oklahoma City OK 73142  | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: Travelers Casualty Ins Co of America</td><td>19046</td></tr><tr><td>INSURER E: Travelers Casualty and Surety Co of Amer</td><td>31194</td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Phoenix Insurance Company | 25623 | INSURER B: Charter Oak Fire Insurance Company | 25615 | INSURER C: Travelers Property Casualty Co of Amer | 25674 | INSURER D: Travelers Casualty Ins Co of America | 19046 | INSURER E: Travelers Casualty and Surety Co of Amer | 31194 | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |
| INSURER A: Phoenix Insurance Company  | 25623  |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |
| INSURER B: Charter Oak Fire Insurance Company   | 25615  |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |
| INSURER C: Travelers Property Casualty Co of Amer   | 25674  |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |
| INSURER D: Travelers Casualty Ins Co of America   | 19046  |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |
| INSURER E: Travelers Casualty and Surety Co of Amer   | 31194  |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |
| INSURER F:  |  |                               |        |                                      |       |   |       |   |       |   |       |   |       |            |  |

**COVERAGES****CERTIFICATE NUMBER:** 76166714**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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> GL Deductible Amount: \$0<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/>                                     | <input checked="" type="checkbox"/> | 680-8W859405  | 6/8/2023                | 6/8/2024                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>Valuable Papers \$500,000 |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br>Deductible Amount: \$3,000                         | <input checked="" type="checkbox"/>                                     | <input checked="" type="checkbox"/> | 810-8W859510  | 6/8/2023                | 6/8/2024                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000   | <input checked="" type="checkbox"/>                                     | <input checked="" type="checkbox"/> | CUP-8W860115  | 6/8/2023                | 6/8/2024                | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$   |
| D        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y/N<br><input checked="" type="checkbox"/> N/A | <input checked="" type="checkbox"/> | UB-8W859718   | 6/8/2023                | 6/8/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000   |
| E        | Professional Liability<br>Ded. Amount: \$25,000 Per Claim/Agg.  | <input checked="" type="checkbox"/>                                     | <input type="checkbox"/>            | 107269615     | 6/8/2023                | 6/8/2024                | Per Claim \$5,000,000<br>Annual Aggregate \$5,000,000  |

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

See Additional Remarks ACORD 101.

PC-0785/MS-0125 Strong Neighborhoods Initiative Capitol Hill Plaza, and Pursuant to Amendment No. 3: Project No. MS-0125, Capitol Hill Trail.

**CERTIFICATE HOLDER****CANCELLATION**The City of Oklahoma City,  
and its participating trusts  
Department of Public Works  
420 W. Main Street, Suite 700  
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

Jeff McLaughlin

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|                                       |           |   |  |
|---------------------------------------|-----------|---|--|
| AGENCY<br>McLaughlin Insurance Agency |           | NAMED INSURED<br>CEC Corporation<br>4555 W. Memorial Rd<br>Oklahoma City OK 73142 |  |
| POLICY NUMBER                         |           | EFFECTIVE DATE:   |  |
| CARRIER                               | NAIC CODE |   |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** The City of Oklahoma City, and its participating trusts Department of Public Works

**ADDRESS:** 420 W. Main Street, Suite 700 Oklahoma City OK 73102

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium.

RE: PC-0785/MS-0125 Strong Neighborhoods Initiative Capitol Hill Plaza, and Pursuant to Amendment No. 3: Project No. MS-0125, Capitol Hill Trail.