

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 12TH day of SEPTEMBER, 2023, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and CP&Y, Inc. DBA STV Infrastructure, formerly known as CP&Y, Inc., herein called "Engineer"

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on May 24, 2022, as follows:

Project No. ST-0161
Deer Creek Wastewater Treatment Plant Electrical Improvements; and

WHEREAS, the Trust engaged the Engineer to provide for design and all other engineering services related to necessary upgrades to the electrical infrastructure to ensure permit compliance will be maintained and the systems are reliable with safe operation of processes; and

WHEREAS, the Engineer has completed the Electrical Phasing Plan, and the original Contract allowed for a future amendment to engage the Engineer's services for preparation of a Preliminary Report, Final Plans and Specifications, Bidding, Construction Administration, and other services related to this project; and

WHEREAS, it has been determined to direct the Engineer to proceed with preparation of a Preliminary Report, Final Plans and Specifications, and Bidding services for Phase I, which includes medium voltage system improvements, Transformer T1 area improvements, Transformer T4 area improvements, Structure 26 feeder improvements, and an on-site Sodium Hypochlorite generation Technical Memo; and

WHEREAS, Construction Administration, As-Builts, and Inspection services for Phase I and all services related to Phase II will remain possible by future amendment; and

WHEREAS, the Engineer will also prepare a Design Guideline Document to standardize the design approach and provide consistency across projects; and

WHEREAS, additionally, the Engineer will update the software model of electrical systems, perform initial short circuit calculations based on the medium voltage and low voltage

90% electrical design, and update the system model to account for the design changed related to Phase 1; 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 \$489,960 for engineering services

For Amendment No. 1:

Not to exceed \$1,431,930 for engineering services

Total Amended Contract:

Not to exceed \$1,921,890 for all services (an increase of \$1,431,930); 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 preparation of a Preliminary Report, Final Plans and Specifications, and Bidding services for Phase I, preparation of a Design Guideline Document, updating the software model of electrical systems, performing initial short circuit calculations based on the medium voltage and low voltage 90% electrical design, and updating the system model to account for the design changed related to Phase 1); and including Exhibit A, and including but not limited to the following:

II. Amend **Paragraph 2. Basic Services, subparagraphs 2.B., 2.C., and 2.D.,** by removing the words “(by possible future amendment)” from the respective subparagraph and paragraph headers.

III. 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 \$1,921,890 (an increase of \$1,431,930), which includes: for Basic Services an amount not to exceed \$1,671,890 (an increase of \$1,301,930), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$250,000 (an increase of \$130,000), as specifically set forth in Exhibit E attached hereto and incorporated herein.

IV. 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 Phase I 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 Phase I within one hundred eighty (180) calendar days of date of written work order from the City Engineer. The Engineer shall complete and submit the Preliminary Report Services - Task 1B for Phase II within (by possible future amendment) 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 Phase II within (by possible future amendment) calendar days of date of written work order from the City Engineer.

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

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

PROJECT DESCRIPTION

The Project will provide engineering services for the Phase 1 electrical improvements at Deer Creek Wastewater Treatment Plant.

1. The Engineer completed an engineering evaluation the Deer Creek Wastewater Treatment Plant electrical system.
2. The Engineer prepared the Task 1A electrical phasing plan report presenting the findings and recommendations of the evaluation. The electrical phasing plan report is a master plan level document outlining the proposed electrical improvements and recommending a phased build out approach for replacing the electrical infrastructure. Oklahoma City Water Utilities Trust (OCWUT) received the report on June 6, 2023.
3. The Project shall include necessary improvements to incorporate the recommended Phase 1 improvements from the ST-0161 Phasing Plan Report.
4. The Project will provide engineering services for:
 - a. Phase 1 medium voltage system improvements
 - i. Moving two generators from North Canadian Wastewater Treatment Plant (WWTP) to the Deer Creek WWTP.
 1. Coordination with existing North Canadian Design Team (ST-0167 Project) and existing generator system.
 2. Specifying the contractor requirements for moving the generator, including requirements for shipping, warranty, transportation insurance, etc.

- ii. Coordination with OG&E (electric utility):
 - 1. Updating electric utility connection to new source transfer switches.
 - 2. Coordination to determine if closed transition controls can be established on the back-transfer after loss of power using source transfer switches.
- iii. Design:
 - 1. Source transfer switches
 - 2. Load bank and step-up transformer.
 - 3. Generator controls, power and commissioning.
 - 4. Power and control plans for source transfer switches and generators.
 - 5. SCADA interface with the generator system and source transfer switches.
 - 6. Design so that future generators can be connected and controlled with the existing generators, sizes planned per plant expansion load.
 - 7. Medium voltage loop sizing, power plans, pad mount switches.
 - a. General planning for full medium voltage loop, construction plans for Phase 1 medium voltage loop only – loop connection to utility, blower building transformers, biosolids/admin building transformers, and connection to existing T1 and T4 transformers.
- b. Transformer T1 area improvements
 - i. New electrical building near the primary clarifiers to provide power to the primary sludge pump station and bioselector electrical building
 - ii. Demolition of primary sludge pump station MCC
 - iii. Improved ventilation for primary sludge pump station to meet NFPA 820 requirements
 - iv. Design:
 - 1. Electrical power plans for transformer T1 area
 - 2. Structure 5 – primary clarifier pump station power and controls plan
 - 3. Structure 5 – electrical demolition plan
 - 4. Demolition of structure 2 MCC, structure 2 panelboard and low voltage wiring.
 - 5. HVAC demolition plan, HVAC structure 5 improvement plan, HVAC new electrical building plan, HVAC schematic, schedules, and details.
 - 6. Area site, conduit routing, and grounding plans
- c. Transformer T4 area improvements
 - i. New Switchboard North
 - ii. Replacement of feeders from Switchboard North to structure 47- RAS/WAS pump station, UV building, disinfection building, and post aeration building
 - iii. New NEMA 3R MCC for structure 37 – disinfection building installed outside of disinfection building and connection to existing disinfection loads.
 - iv. Design:
 - 1. Power and control plans
 - 2. Electrical demolition plans
 - 3. Area site, conduit routing, and grounding plans
- d. Structure 26 feeder improvements
 - i. New structure 26 feeder breaker and cable
 - ii. Coordination with ST-0163 blower improvements distribution system
- e. Onsite Sodium Hypochlorite generation Tech Memo

5. The Phase 1 Electrical Improvements Project will be designed, bid, and constructed as a single package.
6. Additional Services:
 - a. Design Guidelines Document:
 - i. Develop a Design Guideline Document for Owner's use to standardize design approach and provide consistency across projects.
 - b. Electrical System Study Phase I:
 - i. Update software model of electrical systems and perform initial short circuit calculations based on the medium voltage and low voltage 90% electrical design; update the system model to account for the ST-0161 Phase 1 design changes only.
 - ii. Refine the Electrical System Study Information specification for coordination of electrical system study requirements between the Contractor, Design Engineer, and On-Call Engineer.
 - c. Electrical System Study Phase II **(not included in this scope - to be provided by possible future amendment).**

SCOPE OF SERVICES

The following scope of services is intended to supplement Paragraph 2 – Basic Services in the Contract. Engineer shall provide the following scope of services for the Project as follows:

Task 1B - Preliminary Report Services:

The following scope shall constitute Task 1B. Engineer shall provide Preliminary Report Services in accordance with the Basic Services of this Contract and as listed below. The Preliminary Design phase is the phase in which project processes are designed to a schematic level, preliminary site layouts and facility layouts are developed, preliminary one lines are developed, surveying is completed, and other services necessary to advance the design to 30% are completed.

A. Project Management and Progress Reporting:

1. The Engineer shall provide project management and progress reporting functions required to successfully complete Task 1B.
2. Monthly Progress Reporting: The Engineer shall prepare and submit to Trust monthly invoice packets including the following:
 - a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percent complete for each major subtask, planned activities for the upcoming month, information requests, action items required to be addressed by the Trust, schedule status with any applicable delays, and a list of potential scope adjustments.
 - b. Monthly invoice.
 - c. Updated project schedule.
3. Potential Scope Adjustment Register: The Engineer shall maintain a potential scope adjustment (PSA) register. In the event there is consideration given for changes to the Project's scope of work, Engineer will develop and present PSAs with the next monthly invoice transmittal.
 - a. Engineer shall itemize the potential changes detailing the anticipated cost impact to

- the Engineer's contract and the Project's construction cost.
- b. Engineer shall detail impacts, if any, to the project schedule.
4. Progress Meetings:
- a. Engineer shall conduct regular monthly progress status meetings with the Trust. The meetings shall cover the following items at a minimum:
- Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and corrective actions.
 - Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with Trust as identified herein. The Engineer will prepare an agenda for each meeting.
 - Engineer shall distribute meeting minutes within seven (7) calendar days of the meeting.
5. Quality Assurance and Quality Control: The design documents shall be reviewed by Engineer's technical advisors and/or senior technical staff for quality assurance and quality control (QA/QC) purposes prior to delivery to the Trust.
- a. Engineer shall develop and implement a QA/QC plan and submit the QA/QC plan to the Trust for review.
- b. Engineer QA/QC reviews of each deliverable shall be completed prior to submitting to the Trust for review. A concurrent QA/QC review with the Trust shall not be permitted without prior written approval from the Trust.
- c. Results of the reviews shall be maintained by the Engineer in its records files until completion of the Project. The results of the QA/QC review shall be incorporated into the Final Design Documents.
6. Schedule: Engineer shall provide a detailed schedule for execution of the project prior to the project kickoff meeting.
- a. Schedule shall allow for Trust review periods of at least two (2) weeks.
- b. Schedule shall include tentative dates for major review meetings.
- c. Schedule shall be updated as needed based on progress.
7. Project Implementation and Procedures Manual: The Engineer shall prepare for use by Engineer and Trust. The manual shall include the following:
- Project description and scope of work.
 - Engineer and Trust staff roles, including Trust's Project Manager, Wastewater Quality staff, IT/SCADA staff, and Line Maintenance staff, contact information, and communication responsibilities.
 - Engineer's key personnel, assignments, contact information, and communication responsibilities.
 - Communication procedures.
 - Project budget
 - Project schedule.
8. Provide project design information and coordinate with other consultants contracted by the Trust pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each construction package throughout the duration of the project.

B. Task 1B Kickoff Meeting:

1. Task 1B Kickoff Meeting: Engineer shall conduct a project initiation meeting to review the scope and clarify Trust's requirements for the project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule.
 - a. Prepare and submit an agenda two (2) business days prior to the project initiation meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.

C. Preliminary Site Locations and Major Electrical Routing:

1. Engineer shall prepare preliminary site locations for the medium voltage system and general routing and location for future electrical distribution. Engineer shall identify potential utility conflicts and other design consideration which impact constructability.
2. Engineer shall submit half-scale (11" x 17") format drawings in PDF format to the Trust for review and comment.
3. Review meeting: Engineer shall conduct the meeting between Trust's Project Team and Engineer to review preliminary site locations and duct bank alignments.
 - a. Prepare and submit an agenda two (2) business days prior to the project initiation meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. Engineer shall incorporate Trust review comments into the Preliminary Engineering Report and 30% design deliverable. Engineer shall provide a comment response matrix documenting decisions and revisions with the Engineering Design Report

D. Engineering Design Report (Phase 1 Improvements Only)

1. Engineering Design Report: Engineer shall develop an Engineering Report that shall serve as the Engineering Design Report and 30% design deliverable for the Electrical Phase 1 Improvements. The Engineering Design Report shall include:
 - a. General project scope and background references
 - b. Design criteria and process design parameters of the selected design
 - c. Equipment tagging conventions
 - d. Plans:
 - i. Preliminary site plans;
 - ii. Preliminary one lines;
 - iii. Preliminary duct bank layout;
 - iv. Preliminary building layout drawings;
 - e. Specifications:
 - i. Proposed table of contents, including all future specifications to be provided with later deliverables;
 - f. Number and size of equipment
 - g. Preliminary generator considerations for moving generators from North Canadian WWTP to Deer Creek WWTP
 - h. Civil design criteria including:
 - i. Proposed site layout preliminary grading adjustments;
 - i. Structural design criteria
 - j. Electrical design criteria
 - k. Ventilation design criteria

- l. Regulatory and code requirements
- m. Present preliminary geotechnical information
- n. Constructability and construction phasing analysis and recommendations for implementation Construction schedule
2. Opinion of Probable Construction Costs:
 - a. All opinions of probable construction costs (OPCC) developed shall follow the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R with regard to methodology and accuracy.
 - b. The cost opinion level of accuracy presented by the Engineer shall be a Class 3 – Budget Authorization or Control cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 3 estimate is commensurate with development of the design concept to a 10% to 40% level; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +20 to 50 percent.
 - c. Engineer shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
3. Drawings and Specifications shall be included as appendices to the Engineering Design Report.
4. Draft Engineering Design Report:
 - a. Engineer shall submit in PDF format the Engineering Design Report for review and comment by the Trust.
5. Review meeting: Engineer shall conduct the meeting between Trust's Project Team and Engineer to present a summary of the Engineering Design Report.
 - a. Prepare and submit an agenda two (2) business days prior to the review meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. Engineer shall incorporate Trust review comments into the final version.
6. Final Report:
 - a. Engineer shall incorporate Trust comments into the final report.
 - b. Engineer shall submit the final Engineering Design Report in electronic PDF format.
 - i. PDF format shall have the following features:
 - (i) Shall be fully indexed using the Table of Contents.
 - (ii) Bookmarks shall be created in the navigation frame for each major entry in the Table of Contents.
 - c. Engineer shall submit a response matrix and decision log documenting the proposed action to the Trust's comments with the final report.
 - d. Engineer shall also submit the report to the Oklahoma Department of Environmental Quality (ODEQ) for review and comment. Engineer shall correct the report based on ODEQ comments and resubmit for approval at no additional cost to Trust.
7. Design Surveys:
 - a. A detailed design survey shall be completed to develop preliminary building site locations and duct bank alignments to confirm feasibility of the concepts and confirm finalized equipment and building locations.
 - b. Engineer shall provide site surveying services including topographical and existing utility location information for the project areas required for the preparation of

construction drawings and specifications.

- i. Existing improvements and physical features will be located and identified. Engineer shall positively identify each aboveground and underground utility that may be impacted as to its horizontal and vertical location.
- ii. A Utility Quality Level B subsurface investigation as defined in CI/ASCE 38-02 will be completed.
- iii. Survey shall be sufficient for preparation of plan and profile sheets for duct banks.
- iv. Stake all geotechnical borings and survey all completed borings.
- v. Horizontal and vertical control will be referenced to the City of Oklahoma Control Network which is based on Oklahoma State Plane Coordinate System and NAVD 88, respectively.
- vi. Provide survey in a native and PDF format to the Trust.
- vii. Identify existing benchmarks, temporary benchmarks, pk nails, etc.
- viii. Create a topographical drawing with 1-foot contour intervals. The survey should include overhead and known buried utilities as well as trees, structures, roads (including material), top and toe of retaining walls, and other significant features that may impact the design of the street repair or Project.
- ix. Locate sufficient property corners and/or section, half-section, and quarter-section corners to establish platted property, unplatted property, and right-of-way crossed by existing and proposed sanitary sewer and water lines. Locate existing property fences for correlation to the property corners.

8. Geotechnical Services:

- a. Engineer shall provide, through a subcontract, geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs, and including professional interpretations of exploratory and test data. It shall include field investigation and laboratory testing required to prepare a geotechnical report. The final evaluation shall be based on the actual design, including sizes, locations, and loadings of structures; types, extent, and procedures of excavations; paving recommendations; and shall consider both design parameters and constructability.
- b. An initial geotechnical report by a geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions shall be provided.
- c. The field investigation shall occur at the proposed new facility sites and along the proposed duct bank alignments.
- d. The scope of the geotechnical investigation and testing will include up to 6 borings of 35' depth. Drilling and sampling plan will be coordinated with the Deer Creek WWTP operations staff.
- e. Final Geotechnical Report: at a minimum shall contain the following items:
 - i. Final laboratory results.
 - ii. Foundation design recommendations including bearing pressure, type of foundations (slabs on grade, shallow spread footings, or deep foundations). If deep foundations are required, then recommendations for design will be included.
 - iii. Anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.
 - iv. Recommendations for safe slopes for any permanent cuts or fills.

- v. Recommendations for lateral earth pressures for design of subgrade structures or retaining walls.
- vi. Seismic design considerations; building code site seismic parameters or other building code requirements.
- vii. Recommendations on backfill materials including onsite availability, recommended index properties, grain size distributions, and required soil conditioning, moisture and density compaction criteria.
- viii. Compaction characteristics and suitability of onsite soils for use as engineered site fills, structural backfill, and other pertinent earth work recommendations, including shrinkage factors.
- ix. The influence of expansive soils, if encountered, on foundation design.
- x. Recommended CBR (California Bearing Ratio) or R value to be used in the design of any pavement systems.
- xi. Constructability considerations, including temporary excavation slopes, excavation support, trafficability, excavatability, possibility of heave of excavation bottoms, and applicable dewatering problems and methods, Discussion of constructability shall include lateral earth pressures for design of excavation support systems.
- xii. Groundwater elevations and their effect upon the proposed design and construction, together with a discussion of underdrain requirements and/or recommendations for resistance to uplift pressures. A design groundwater table should be recommended for buoyancy and lateral earth pressure considerations.
- xiii. Recommended corrosion protection for construction materials if corrosive soils are encountered.
- xiv. Any other geological or geotechnical recommendations considered by the Consultant to be pertinent to the project.
- f. Final geotechnical report to be signed and sealed by an engineer licensed in the State of Oklahoma.
- g. Final geotechnical report to be provided to bidders as part of the bid process.
- h. Deliverable:
 - i. Submit final geotechnical report to the Trust in PDF format.

E. Funding Engineering Report

1. Engineer will prepare a technical report for submittal to the DEQ and OWRB. The report will be prepared in a format acceptable to the funding agency.
2. Provide a draft copy of the report to Trust for review and comments.
3. Meet with the Trust to receive comments and incorporate the comments into a final report.
4. Submit the final report to DEQ and OWRB and incorporate comments from the agencies into the report.
5. Engineer shall indicate if any review comments are a material change to the design scope with regards to engineering services fee, design schedule, or construction cost.
6. Trust to pay all DEQ and OWRB fees.

Task 2 - Final Plan Services

Upon written authorization from the Trust Engineer shall provide Final Plan Services in accordance with Task 2 of the Basic Contract and as supplemented herein.

A. Project Management and Progress Reporting:

1. The Engineer shall provide project management and progress reporting functions required to successfully complete Tasks 2 and 3.
2. Monthly Progress Reporting: The Engineer shall prepare and submit to Trust monthly invoice packets including the following:
 - a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percent complete for each major subtask, planned activities for the upcoming month, information requests, action items required to be addressed by the Trust, schedule status with any applicable delays, and a list of potential scope adjustments.
 - b. Monthly invoice.
 - c. Updated project schedule.
3. Potential Scope Adjustment Register: The Engineer shall maintain a potential scope adjustment (PSA) register. In the event there is consideration given for changes to the Project's scope of work, Engineer will develop and present PSAs with the next monthly invoice transmittal.
 - a. Engineer shall itemize the potential changes detailing the anticipated cost impact to the Engineer's contract and the Project's construction cost.
 - b. Engineer shall detail impacts, if any, to the project schedule.
4. Progress Meetings:
 - a. Engineer shall conduct regular monthly progress status meetings with the Trust. The meetings shall cover the following items at a minimum:
 - i. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and corrective actions.
 - ii. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with Trust as identified herein. The Engineer will prepare an agenda for each meeting.
 - iii. Engineer shall distribute meeting minutes within seven (7) calendar days of the meeting.
5. Quality Assurance and Quality Control: The design documents shall be reviewed by Engineer's technical advisors and/or senior technical staff for quality assurance and quality control (QA/QC) purposes prior to delivery to the Trust.
 - a. Engineer QA/QC reviews of each deliverable shall be completed prior to submitting to the Trust for review. A concurrent QA/QC review with the Trust shall not be permitted without prior written approval from the Trust.
 - b. Results of the reviews shall be maintained by the Engineer in its records files until completion of the PROJECT. The results of the QA/QC review shall be incorporated into the Final Contract Documents.
6. Schedule: Engineer shall provide an updated detailed schedule for execution of the project prior to the initiation of Task 2.
 - a. Schedule shall be updated monthly based on progress.

B. 60% Design

1. After receipt of the Engineering Design Report by OCWUT and issuance of a written

notice to proceed by the Trust, Engineer shall advance the design to an approximate 60% design level. It will build upon the Engineering Design Report and 30% design.

2. Plans:
 - a. Cover sheet
 - b. Sheet Index
 - c. Legend and symbols sheet(s)
 - d. General Notes
 - e. Demolition Plans
 - f. Site plans and underground utilities drawings including grading plans and paving plans.
 - g. Electrical One-line
 - h. Electrical Plans
 - i. Structural plans and sections
 - j. Power distribution functional diagram
 - k. Electrical duct bank and yard lighting
 - l. P&IDs for new and modified processes
 - m. Network Architecture for new and modified network
 - n. Mechanical Plans
 - o. Architectural Plans
 - p. Instrumentation Plans
3. Specifications:
 - a. Division 1 specifications.
 - b. Draft switchgear, generator relocation, motor control center and electrical building specifications.
 - c. Project requirements specification including a draft sequence of construction.
 - d. Commodity specifications for any material not covered by the City of Oklahoma City's Standard Specifications.
4. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC following the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R with regard to methodology and accuracy.
 - b. The cost opinion level of accuracy presented by the Engineer shall be a Class 2 – Control or Bid/Tender cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 3 estimate is commensurate with developed of the design concept to a 30% to 70% level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +15 percent.
 - c. Engineer shall summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
 - d. Engineer shall provide a variance for the summary and detailed OPCC reports comparing the updated OPCC with previous design milestone OPCCs. Engineer shall provide explanations for work items with significant cost increases. A significant cost increase for a line item shall be any increase of 10% or greater from the original OPCC.

C. 90% Design

1. After written notice from the Trust, Engineer shall advance the design to an

approximate 90% design level. It will build upon the Engineering Design Report and 30% and 60% designs.

2. Plans:
 - a. Updates to all drawings provided with 60% design
 - b. Site details
 - c. Process/Civil section and details
 - d. Structural schedules and details
 - e. Electrical schematics and details
 - f. I&C installation details
 - g. All other drawings required for a complete design
3. Specifications:
 - a. Updates to all specifications provided with the 60% design
 - b. Trust front-end specifications including draft bid format in .csv file format
 - c. Electrical specifications
 - d. Instrument device schedule and I/O lists
 - e. I&C specifications including incorporation of the Utilities Department's Standard Design Specifications for I&C and SCADA work
 - f. All other specifications required for a complete design
4. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC following the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R with regard to methodology and accuracy.
 - b. The cost opinion level of accuracy presented by the Engineer shall be a Class 2 – Control or Bid/Tender cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 2 estimate is commensurate with development of the design concept to a 30% to 70% level; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +15 percent.
 - c. Engineer shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
 - d. Engineer shall provide a variance for the summary and detailed OPCC reports comparing the updated OPCC with previous design milestone OPCCs. Engineer shall provide explanations for work items with significant cost increases. A significant cost increase for a line item shall be any increase of 10% or greater from the original OPCC.
5. Deliverable: Engineer shall provide the following with 90% design deliverable:
 - a. Plans: Provide full-scale plans in PDF format.
 - b. Specifications: Provide in PDF format.
 - c. Updated OPCC and variance report: Provide in PDF format.
 - d. Updated Schedule of Special Inspections: Provide in PDF format.
 - e. 60% Design Comment Response Matrix and Decision Log: Provide in PDF format.
6. Public Works Review Submittal:
 - a. Engineer shall submit the 90% design submittal to the Public Works review system for review by other applicable City departments.
 - b. Engineer shall provide a copy of the received comments to the Trust for record copy.

- c. Engineer shall indicate if any review comments are a material change to the design scope with regards to engineering services fee, design schedule, or construction cost.
- d. After review with the Trust, Engineer shall incorporate the comments into the next design deliverable submittal.
- 7. Review Meeting: Engineer shall conduct the meeting between Trust's Project Team and Engineer to review the 90% design deliverable.
 - a. Prepare and submit an agenda two (2) business days prior to the review meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. Engineer shall incorporate Trust review comments into the 90% design deliverable and submit a response matrix and decision log documenting the proposed action to the Owner's comments with the 100% design deliverable.

D. Final Design Documents

- 1. After written notice from the Trust, Engineer shall advance the design to an approximate 100% design level. It will build upon the Engineering Design Report and 30%, 60%, 90% designs, and regulatory review comments.
- 2. Incorporate comments from Engineer's internal Quality Control, Trust, and applicable regulatory agencies into the Final Design Documents.
- 3. Opinion of Probable Construction Costs:
 - a. Provide an updated OPCC following the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R with regard to methodology and accuracy.
 - b. The cost opinion level of accuracy presented by the Engineer shall be a Class 1 – Control or Bid/Tender cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 1 estimate is commensurate with development of the design concept to a 50% to 100% level; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +10 percent.
 - c. Engineer shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
 - d. Engineer shall provide a variance for the summary and detailed OPCC reports comparing the updated OPCC with previous design milestone OPCCs. Engineer shall provide explanations for work items with significant cost increases. A significant cost increase for a line item shall be any increase of 10% or greater from the original OPCC.
- 4. Deliverable:
 - a. Plans:
 - i. Electronic: Provide full-scale plans in PDF format.
 - b. Specifications:
 - i. Electronic: Provide in PDF format. PDF format shall be fully indexed using the Table of Contents and bookmarks shall be created in the navigation frame for each major entry in the Table of Contents.
 - c. Updated OPCC and variance report: Provide in PDF format.
 - d. Updated Quality Control Testing and Inspection Schedule: Provide in PDF format.
 - e. Bid File: Provide in .csv format.

- f. 90% Design Comment Response Matrix and Decision Log: Provide in PDF format.

E. Utility Coordination

1. Utility Coordination Meeting:
 - a. After completion of 60% design, Engineer shall complete utility coordination services as outlined in the Item 2.B.4 of the Basic Services.
 - b. Engineer shall coordinate and facilitate a utility coordination meeting.
 - c. Engineer shall provide meeting minutes within five (5) business days of the meeting.
 - d. Engineer shall incorporate utility and facility relocations or modifications as required in the Final Design Documents.
2. Electric:
 - a. Engineer shall coordinate with local electric power utility to provide an electrical power source for each new lift station location.
 - b. Engineer shall properly coordinate the Construction Contract Documents to define the scope of work the Contractor is responsible and the scope of work the electric utility is responsible.

F. Permitting

3. Engineer shall provide services for the identification of and submittal preparation of applicable permits.
 - a. Provide assistance to Trust in obtaining permits from federal, state, and local agencies.
 - b. Submit the required sets of documents for review and approval.
 - c. Provide formal responses to any comments received and incorporate revisions into the Construction Contract Documents.
 - d. Provide in the Construction Contract Documents a list of permits which must be obtained by the Contractor.
4. The following permits are anticipated:
 - a. ODEQ – Construction Permit.
 - b. ODEQ – Air Quality Permit based on Permit By Rule Minor Source Emergency Engine Facilities.
 - c. City of Oklahoma City Building Permit
 - d. ODEQ – Final Approval to Place into Operation
 - e. Oklahoma Funding Agency Coordinating Team submittal.
5. Trust shall pay all applicable permit fees.

Task 3 - Bidding Services

Engineer shall provide Bidding Services in accordance with Task 3 of the Basic Contract and as supplemented herein. One construction package will be issued for bid and construction.

A. Pre Bid Services:

1. Prepare and submit advertisement
2. Attend pre-bid meeting
3. Address questions during bid phase
4. Prepare responses to RFIs

B. Bid Review:

1. Engineer will review bids for completeness, conformance with the Bid Documents, and

coordinate as required to resolve any clarifications.

C. Conformed Drawings and Specifications:

1. Following the bid opening and award of Bid, revise the Drawings and Specifications to incorporate changes made during the Bidding Phase by addendum to present a unified set of documents for use during the construction process. A copy of all addenda shall be placed at the front of the Conformed Specifications.
2. Deliverable:
 - a. Electronic: Provide in PDF format.

Task 4 - Construction Administration Services

Construction administration services to be provided by possible future amendment to the Contract.

Task 5 - As-Built Drawings Services

Record drawings to be provided by possible future amendment to the Contract.

Task 6 - Project Inspection Services

Project Inspection Services to be provided by possible future amendment to the Contract.

Completion Times:

Work Item	Time to Complete	Completion Time from NTP
Task 1B – Engineering Report	3 months	3 months
Task 2 – Final Plan Services	6 months	9 months
Task 3 – Bidding Services	1 months	10 months

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

**EXHIBIT B
COMPENSATION
PROJECT NO. ST-0161
DEER CREEK WASTEWATER TREATMENT PLANT ELECTRICAL
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 \$1,921,890 (an increase of \$1,431,930) which includes: for Basic Services an amount not to exceed \$1,671,890 (an increase of \$1,301,930), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$250,000 (an increase of \$130,000), as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,671,890 (an increase of \$1,301,930), 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:
\$369,960

Completion and recommendation by the General Manager for approval by the Trust of the Electrical Phasing Plan Report for the project.

Fee breakdown for Task 1A – Electrical Phasing Plan Report Services is as follows:

Project Management and Progress Reporting	\$ 16,900
Task 1A Kickoff Meeting	\$ 15,240
Data Collection and Field Investigation	\$ 74,240
Needs Assessment Workshop	\$ 11,880
Development of Phasing Plan	\$251,700

Task 1B an amount not to exceed:
\$285,407 (an increase of \$285,407)

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

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

Project Management and Progress Reporting	\$ 10,880
Task 1B Kickoff Meeting	\$ 8,360
Preliminary Site Locations and Major Electrical Routing	\$ 6,320
Engineering Design Report	\$249,047
Funding Engineering Report	\$ 10,800

Task 2 an amount not to exceed:
\$941,913 (an increase of \$941,913)

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

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

Project Management and Progress Reporting	\$ 8,160
60% Design	\$564,133
90% Design	\$332,220
Final Design	\$ 16,280

Utility Coordination	\$ 4,720
Permitting	\$ 16,400

Task 3 an amount not to exceed:
\$74,610 (and increase of \$74,610)

Award of the construction contract to the
successful Bidder.

Fee breakdown for Task 3 – Bidding Services is as follows:

Bid Services	\$53,420
Conformed to Bid Documents	\$21,190

Task 4 an additional amount not to exceed:
(by possible future amendment)

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:
(by possible future amendment)

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

Task 6 an additional amount not to exceed:
(by possible future amendment)

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

[The remainder of page intentionally left blank.]

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

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. ST-0161
DEER CREEK WASTEWATER TREATMENT PLANT ELECTRICAL
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:

- AS.1: Subsurface Utility Engineering (SUE) Services: Engineer will undertake subsurface utility investigations. The actual number of locations shall be determined after field investigation and preliminary survey services are completed. SUE services Quality Level “B” are included in basic services. Additional services are required for SUE Quality Level “A” as recommended by the Engineer and approved by the Trust.
- AS.2: Additional geotechnical borings in excess of the number of borings listed in Task 1 – Geotechnical Services.
- AS.3: Additional design services necessary for completion of the project. A detailed scope and fee for the additional services shall be submitted.
- AS.4: Design Guidelines Document (DGD)
- a) Subconsultant shall prepare a DGD to be implemented on all projects. While the ST-0161 design will adhere to the DGD requirements, the DGD overall purpose is intended to be utilized for any OCWUT wastewater project. Scope as shown below. A detailed fee will be submitted.
 - b) Design Assumptions:
 - i) The Electrical Design Guidelines will not constitute an Electrical Safety Plan. Design Guideline documents are intended to provide performance guidelines only; the Owner can furnish the DGD to design engineers to maintain a standard electrical design approach for the Owner’s facilities.
 - c) Basic Services: Scope of Work
 - i) General approach to design guidelines.
 - (1) Redundancy requirements.
 - (a) Add tie breakers, and segregate loads on the equipment such that de-energizing parts of the equipment can be performed without taking all processes offline.
 - ii) Equipment ratings.
 - (1) KASC ratings specified with additional 25% (or more) design safety factor over the design fault current.
 - d) Electrical separation.
 - i) Separate control rooms from electrical rooms.
 - ii) Separation of electrical equipment from process equipment, including air conditioning or positive pressure when required to provide cooling or isolation of equipment for corrosion or NFPA 820 purposes.

- e) Equipment operation.
 - i) Remote control cabinets and remote racking of breakers.
 - ii) Minimum working clearances for electrical equipment within electrical rooms.
- f) Preferred manufacturers list.
- g) Preferred models list.
- h) Other preferences and requirements as coordinated with the Owner.
 - i) Workshops and Meetings:
 - i) Design Guideline Document kick off meeting.
 - ii) Four (4) workshops, one to cover each of the four (4) questionnaire topics.
 - iii) Final workshop to review draft guideline document.
- j) Reports/Deliverables:
 - i) Owner Questionnaire.
 - ii) Draft Design Guidance Document.
 - iii) Final Design Guidance Document.
 - iv) Compilation of final reports will be provided based on Subconsultant's work, Owner review comments, and workshop decisions.

AS.5: Electrical System Study Phase I:

- a) Subconsultant shall update the Deer Creek WWTP Electrical System Study (ESS) software model to include modifications to the Deer Creek WWTP with the addition of the ST-0161 Phase 1A project. The updated model will be used to perform short circuit calculations for the plant equipment. The Electrical System Study Information specification will be updated for the ST-0161 Phase 1A project. Scope as shown below. A detailed fee will be submitted.
- b) Assumptions:
 - i) Subconsultant will use the existing ETAP model for updates and modifications, and will perform updates associated with Project ST-0161 Phase 1A to define any impacts to the short-circuit study
 - ii) Protective device coordination, arc flash calculations, and arc flash label production and application are not included; these design elements are intended to be provided during Phase II of the work.
 - iii) Model updates will incorporate design changes for the final design elements associated with ST-0161 Phase 1A. Model updates do not include specific equipment manufacturer or model selections.
 - iv) Short circuit memo will identify equipment not sufficiently rated for the calculated short circuit.
- c) Basic Design Scope:
 - i) Short Circuit Memo:
 - (1) Model and Perform Electric Power Systems Analysis
 - (a) Subconsultant shall develop a memo, update software model of electrical systems, and perform initial short circuit calculations of the power distribution systems for the facilities in accordance with:
 - (i) ANSI Std. C37 and IEEE Std. 141 (Red Book) – Short Circuit Analysis.
 - (2) Deliverable:
 - (a) Memo:
 - (i) Electronic: Provide in PDF format.

- ii) Electrical System Study Information Specification Refinement:
 - (1) Based on use of the specification and “lessons learned”, refine the Electrical System Study Information specification to clarify responsibilities of Contractor, Subconsultant, and Owner’s Engineer.
 - (2) Develop ESS schedule with milestones for specific deliverables.
 - (3) Workshops:
 - (a) One (1) workshop to discuss division of responsibilities.
 - (4) Deliverable:
 - (a) Specification:
 - (i) Electronic: Provide in Word Format.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$250,000 (an increase of \$130,000). 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.

[The remainder of this page intentionally left blank]

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 2nd day of August, 20 23.

CP&Y, INC. DBA STV
INFRASTRUCTURE

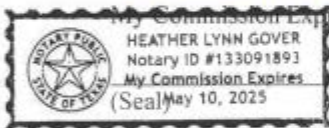
Marisa Treviño Vergara

Marisa Treviño Vergara, PE
Sr Vice President

ATTEST:

STATE OF Texas)
) SS
COUNTY OF Bexar)

This instrument was acknowledged before me on this 2nd day of August, 2023
by Marisa Treviño Vergara, as Sr Vice President of CP&Y Inc dba STV



My Commission Expires/My Commission Number:

May 10, 2025

[Signature]
Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by the Oklahoma City Water Utilities Trust this 12TH day of SEPTEMBER, 2023.

THE OKLAHOMA CITY WATER
UTILITIES TRUST

ATTEST:

Amy K Simpson
Secretary



[Signature]
Chairman

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 26TH day of SEPTEMBER,
20 23

ATTEST:

Amy K Simpson
City Clerk



David Holt
Mayor

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/02/2023

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

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Alec Simhony PHONE (A/C, No, Ext): 856-479-2201 E-MAIL ADDRESS: asimhony@connerstrong.com FAX (A/C, No):	
INSURED CP&Y, Inc. DBA STV Infrastructure 1820 Regal Row, Suite 200 Dallas, Texas 75235		INSURER(S) AFFORDING COVERAGE INSURER A : Underwriters At Lloyds INSURER B : National Union Fire Insurance Co. INSURER C : XL Insurance America, Inc. INSURER D : New Hampshire Ins. Co. INSURER E : Starr Surplus Lines Ins. Co. INSURER F :	
		NAIC #	
		085202	
		19445	
		24554	
		23841	
		13604	

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 INSR	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 \$10,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLL1064904	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CA4489616 (AOS) \$250 COMP DED \$500 COLL DED	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Expense \$5,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	US00083352LI23A	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	015893609 (AOS) 015893610 (CA)	04/01/2023	04/01/2024	<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
E	Professional Liability		<input checked="" type="checkbox"/>	1000633951231	04/01/2023	04/01/2024	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

1. Property Coverage: (Including Blanket Limit)

Policy #: MXI93088686 / Policy Term: 4/1/2023 - 4/1/2024

Insurance Carrier: AGCS Marine Insurance Company (Allianz Global Corporate & Specialty) / NAIC#: 22837

Blanket Limit: \$25,000,000; Real, BPP & BI/EE

Valuable Papers Limits: \$25,000,000 (included in blanket)

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

The Oklahoma City Water Utilities Trust
420 West Main Street, Suite 500
(Full Holder Below)
Oklahoma City, OK 73102-0000

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

W. Michael Thompson

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DESCRIPTIONS (Continued from Page 1)

All Risk Coverage - Agreed Value

Leased / Rented / Borrowed Equipment from Others Sublimit: \$100,000

2. Contractor's Pollution Liability:

Policy #: 03106092 / Policy Term: 4/1/2023 - 4/1/2024

Insurance Carrier: Allied World Assurance Company (U.S.) Inc. / NAIC#: 19489

Per Pollution Condition: \$5,000,000

Aggregate Limit: \$5,000,000

3. The Captioned Commercial General Liability Policy includes the following coverage:

a. XCU

b. Contractual Liability

c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

4. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:

a. USL&H

b. Maritime

c. FELA

5. The captioned Workers Compensation Policy includes Employers Liability / Stop GAP Coverage for the following states subject to the following limits:

1. North Dakota

2. Washington

3. Wyoming

4. Ohio

Limits:

1. \$1,000,000 Employers Liability - Each Accident

2. \$1,000,000 Employers Liability - Disease - Each Employee

3. \$1,000,000 Employers Liability - Disease - Policy Limit

6. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Workers Compensation & Employers Liability and Contractor's Pollution Liability Coverages if required by written contract & permitted by state law.

7. The captioned Commercial Excess Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

8. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

OKCY2100670.00 - Amendment 1

Full Holder: The Oklahoma City Water Utilities Trust 420 West Main Street, Suite 500 Oklahoma City, Oklahoma 73102 Attn: Chris Browning, Director/General Manager

PROJECT NO.: ST-0161 PROJECT DESCRIPTION:

DEER CREEK WASTEWATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS City of Oklahoma City and the Oklahoma City Water Utilities Trust are included as Additional Insureds if required by written contract under the following coverage:

Commercial General Liability, Business Automobile Liability, Contractors Pollution Liability and Commercial Excess Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 20 10 07 04 and CG 20 37 07 04.