

AMENDMENT NO. 1 AND RENEWAL OF CONTRACT FOR CONSULTING SERVICES

This contract amendment and renewal for consulting services for Brownfields development projects environmental consulting services ("Contract") is entered into this 21st day of June, 2022, by and between The City of Oklahoma City, a municipal corporation ("City"), and SCS Engineers ("Consultant").

WITNESSETH:

PROJECT NO. MC-0656-B BROWNFIELDS DEVELOPMENT PROJECTS ENVIRONMENTAL CONSULTANT SERVICES

WHEREAS, the City intends to engage the services of the Consultant to assist City staff in preparing site assessment and remediation documents related to Brownfields redevelopment projects (for Fiscal Year 2022-2023), which receive assistance from the City's Brownfields Program funds and which may include Brownfields Cleanup Revolving Loan Funds, Community-wide Hazardous Assessment Grants and Site-Specific Hazardous Substance and Cleanup Grants ("project"); and

WHEREAS, the Consultant shall provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, it is the intent of the City (at its option) to renew this Contract annually for a period of two years, until June 30, 2023; and

WHEREAS, the Consultant has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects, engineers and planners adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, and November 18, 1986, which Resolution, with its amendments, is made a part of this Contract by reference.

WHEREAS, subsequent to the execution of the original contract, it has been determined to a Term of Contract section to the Contract to allow the Consultant to complete pending work orders that are issued prior to the Contract expiration, after the contract has expired; and

WHEREAS, the original contract must be amended to incorporate the aforementioned Term of Contract section; and

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

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a

different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- A. *City Engineer* The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
- B. *Term of Contract* The term of this Contract shall run from the date of execution through June 30, 2023.
- C. *Beneficiary Trusts* Any public trust of which the City of Oklahoma City is a beneficiary.
- D. *City* The City of Oklahoma City, a municipal corporation.
 - a. The City of Oklahoma City Planning Department's Brownsfields Program Manager (Chris Varga – 297-1639) or the Brownfields Coordinator (Amanda Alewine- 297-1766)

2. **Basic Services.** The Consultant is hereby engaged and employed by the City to perform in accordance with good consulting practices and in the best interest of the City all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract, including but not limited to the following:

- A. Phase I/II Environmental Site Assessments (ESAs)
- B. Phase III Cleanup Plans
- C. Public Meetings
- D. Cleanup Oversight

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City's Brownsfields Coordinator.

4. **Compensation.** The City agrees to pay the Consultant, as compensation for professional services listed in Paragraph 2. **Basic Services** above and **EXHIBIT A – SCOPE OF WORK** attached hereto and incorporated herein, at the following rates:

SCS Engineers HOURLY RATES

CLASSIFICATION

HOURLY RATE

Senior Environmental Consultant	\$185
Project Manager	\$165
Senior Geologist	\$125
Environmental Engineer	\$110
Certified Industrial Hygienist (CIH)	\$180

Demolition Engineer	\$105
Asbestos Designer	\$165
Environmental Scientist/Planner	\$105
Demolition Field Manager	\$95
Operations & Maintenance Technician	\$85
Staff Scientist / Hydrologist / Planner	\$95
Asbestos Inspector	\$95
GIS Technician	\$85
Draftsman - CADD	\$75
Environmental Technician	\$75
Administrative Support	\$65

Note:

Work conducted through the Oklahoma Corporation Commission (OCC) Indemnity Fund will be invoiced using a lump sum basis negotiated per site with OCC.

ANALYTICAL LABORATORY

PARAMETER	METHOD	UNIT COST
<u>HYDROCARBON ANALYSIS</u>		
BTEX	8021	\$35
BTEX & Naphthalene	Mod 8260	\$75
PAH	8270	\$70
PAH	8310 HPLC	\$75
TPH (GRO & DRO)	8015	\$52
BTEX and TPH Combined (Gasoline)	Mod 8021/8015	\$58
BTEX and TPH Combined (Diesel)	Mod 8021/8015	\$64
BTEX/TPH-G/Naphthalene(Gasoline)	8260/OA1	\$64
BTEX, TPH-Gas & Diesel (Diesel, Used Oil)	Mod 8021/8015	\$70
MTBE	8260B	\$29
Oil & Grease	1664	\$40
Naphthalene (Gasoline or Diesel)	8260	\$35
TPH (DRO)	8015 Mod	\$30
TPH (GRO)	8015 Mod	\$25
Methanol / Ethanol	8015	\$70
Treated Water (BTEX, Phenols, pH, TOC) Effluent	8021, 9066, 9045C,9060	\$98
Terracore Samplers	5035	\$12
Dry Weight Prep (soil)		\$5

ORGANIC PARAMETERS

OA1 (GRO/BTEX/MtBE)	8021/8015	\$65
OA2 (DRO)	OA2	\$30
VOC's Full Scan	8260	\$80
VOC's Full Scan + GRO	8260	\$105
SVOC's	8270	\$175

TOXICITY CHARACTERISTIC LEACHING PROCEDURE

TCLP Metals TOX Characteristics (Leaching Procedures)	1311/6010/7470	\$135
Metals (RCRA 8)	6010/7470	\$135
Lead	6010	\$12
Volatiles	8260	\$85
Individual Volatile	624, 8260	\$41
BNA's (SVOC's)	8270	\$175
Individual Semi-Volatile	625, 8270	\$87
Pesticides/Herbicides	8081/8151	\$250
TCLP Extraction Fee	1311	\$41
ZHE Extraction Fee	1311	\$41

SEMI VOLATILES

Organochlorine Pesticides	8081	\$70
Organophosphorus Pesticides	8141	\$175
PCB's	8082	\$70
Pesticides/PCB's	8081/8082	\$140
BNA's (SVOC's)	8270	\$145
PAH	8270	\$70
Herbicides	8151	\$175

METALS

Metals (RCRA)	6010/7470	\$75
ICP (Individual)	6010/200.7	\$10
ICP/MS (individual)	6020/200.8	\$12
Mercury	7470/245.1	\$12
Metals Digestion (1 digestion per 20 samples)	NA	\$12
Lab Filtering for Dissolved Metals	NA	\$12
BT		

CONVENTIONAL WATER PARAMETERS

Acetone	8260	\$40
Alkalinity	2320	\$10
BOD	SM5210B	\$24
Chloride	9056/300.0	\$10
Chromium Hexavalent	7196/3500Cr-D	\$30
Chromium Hexavalent (soil)	7196A	\$30
COD	410.4	\$18
Color	110.2	\$10
Cyanide	9012/335.3	\$24
Extractable Organic Halogen (EOX)	9023	\$140
Fluoride	9056/300.0	\$10
Hardness	2340	\$12
Iron	6010	\$10
Ammonia Nitrogen	350.1	\$14
Nitrate	9056/300.0	\$18
Nitrite	9056/300.0	\$18

ORP	2580	\$18
Oil & Grease	9071	\$47
TKN	351.2	\$18
pH	9045C	\$10
Total Phenol	9066/420.2	\$25
Total Phosphorus	4500/365.2	\$18
Purgeable Halocarbon	8260	\$58
Extracted TOX	9023	\$155
Dissolved Solids (TDS)	2540	\$18
Settleable Solids	2540	\$18
Suspended Solids	2540	\$18
Total Solids	2540G	\$10
Volatile Solids	2540	\$18
Specific Conductance	9050/120.1	\$12
Sulfate	9056/300.0	\$15
Sulfide	9030B	\$35
Sulfite	4500	\$18
MBAS	5540	\$45
TOC	9060	\$40
TOX	9020/5320B	\$150

CERCLA

TAL Metals	6010/7470	\$145
TCL Semi Volatiles	8270	\$172
TCL Volatiles	8260	\$81

PRIORITY POLLUTANTS

Priority Pollutant Metals		\$145
Priority Pollutant Full Scan VOC's		\$175
Priority Pollutant Full Scan		\$80.50

RCRA

Flashpoint	1010	\$35
Ignitability	D4982	\$24
Corrosivity	9040A	\$12
Sulfide Total	9030B	\$58
Cyanide Total	9012	\$58
RCRA (8) Metals	6010/7470	\$41
Paint Filter Test	9095	\$18

HAZARDOUS WASTE MEDIA SAMPLES

LBP Bulk Sample - Standard (5-day) Turnaround	Each	\$7
ACM Samples - Standard (5-day) Turnaround	Each Layer	\$5

Prices quoted reflect 5 to 7 working day turnaround.

RUSH Turnaround Multipliers:

1 Working Day	2
2 Working Days	1.5
3-4 Working Days	1.25

HOLLOW STEM AUGER DRILLING SERVICES

<u>SERVICE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Rig Mobilization	Event	\$550
Support Vehicle	Day	\$110
H.S. Auger Drilling with Continuous Sampling or 5' Sample Intervals	Foot	\$26
Shelby Tube	Each	\$55
Split Spoon Sampling	Each	\$27
Solid Stem Auger (up to 6 inches in diameter)	Foot	\$23
<u>2" Wells</u>		
Well Installation/Materials	Foot	\$23
DOT Drums (used)	Each	\$65
Stick Up completion - 4"x60" steel, 3'x3'x3" pad & lock	Each	\$275
Stick Up completion - 4"x60" steel, 3'x3'x3" pad & lock (4) 3" ballards & locks	Each	\$610
Flush Mount completion	Each	\$250
Soil Boring Plugging	Foot	\$10
<u>4" Wells</u>		
Well Installation/Materials	Foot	\$26
DOT Drums (used)	Each	\$65
Stick Up completion - 6"x60" steel, 3'x3'x3" pad & lock	Each	\$275
Stick Up completion - 6"x60" steel, 3'x3'x3" pad & lock (4) 3" ballards & locks	Each	\$675
Flush Mount completion	Each	\$250
Soil Boring Plugging	Foot	\$10
Concrete or Asphalt Coring	Hour	\$250
Bedrock Coring	Foot	\$110
Destructive Rock Drilling (auger refusal then to air or water rotary)	Foot	\$110
Patch Pavement Holes	Each	\$60
Well Development - up to 5 well volumes	Hour	\$375
Portable Decontamination Pit	Day	\$250
High-pressure washer for decontamination	Day	\$200

Well Abandonment - grade - 20 feet below ground surface	Foot	\$15
Well Abandonment - greater than 20 feet bgs	Foot	\$12

GEOPROBE - Direct Push Services

	<u>UNIT</u>	<u>UNIT PRICE</u>
Mobilization/Demobilization	Day	\$275
Geoprobe Daily Rate (drilling equipment & labor)	Day	\$2,120
Unusual Drilling Circumstances (e.g.- multiple layers of fill)	Hour	\$275
Surface Drill/Patch (2.5 inch)	Each	\$110
Wet Coring (3" or 6") Thickness X Diameter x \$3.30		
Backfill with Bentonite (1 Bag = 20 feet for borehole)	Bag	\$30
Macro-Core® Soil Sample Liners - 4-foot	Each	\$10
Rig Tool and Equipment Decon	Day	\$175

Groundwater Sampling Materials:

Includes: SP-15/16 Expendable Points	Each	\$110
Poly Sample Tubing	Foot	\$0.75
Peristaltic Pump	Day/Week	\$110/\$440

Piezometer Materials (1-inch):

Includes: 2.125" Expendable Points	Each	\$20
1" PVC End Points	Each	\$18
(1"x 5') Sch. 40 PVC Screens	Each	\$33
(1"x 5') Sch. PVC Risers	Each	\$22
¾" Mini-Bailers	Each	\$20
1" H-Plugs, Locking Caps, and Locks	Each	\$33
4" Flush Mount Well Vaults (Installed)		\$275

GEOTECHNICAL LABORATORY TESTING

	<u>UNIT</u>	<u>UNIT PRICE</u>
FOC (Fraction of Organic Carbon)	Each	\$110
Volumetric Water Content (Vadose Zone)	Each	\$20
Dry Bulk Density	Each	\$45
Porosity (Specific Gravity - ASTM D 854)	Each	\$57
Average Grain Size	Each	\$50
(Optional - Hydrometer Test)	Each	\$63
Permeameter (Hydraulic Conductivity)	Each	\$275

- (1) The volumetric water content, dry bulk density, and porosity are performed together on a single, undisturbed sample of cohesive soil. The price shown is for the combination of all three tests.
 - (2) The price shown is for a ASTM D2434 permeability test on a coarse-grained soil (i.e., no more than 10% passing a #200 sieve). The price for a ASTM D5084 permeability test on an undisturbed sample of fine-grained soil is \$300. For a disturbed sample of fine-grained soil, the cost is \$300, for a Proctor test to determine the appropriate density for remolding, plus \$390 for remolding the sample, plus \$100 for the ASTM D5084 permeability test on the remolded sample.
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FIELD EQUIPMENT & SUPPLIES

	<u>UNIT</u>	<u>UNIT PRICE</u>
Photoionization Detector	Day/Week	\$100 / \$350
Water Level Meter	Day/Week	\$30 / \$70
Oil/Water Interface Probe	Day/Week	\$60 / \$125
Low Flow Sampling Pump (QED Sampling Pro)	Day/Week	\$248 / \$560
Portable Purge Pump	Day/Week	\$40 / \$90
Micro Purge Pump	Day/Week	\$55 / \$165
Purge Pump - 2" Grundfos	Day/Week	\$105 / \$265
Low Flow Purge & Sampling Pump (Bladder)	Day/Week	\$275 / \$825
2-inch Bailers	Each	\$10
3-inch Bailers	Each	\$13
Survey Equipment (Level/Rod)	Day/Week	\$50 / \$150
pH, Conductivity, Turbidity, Temperature Meter	Day/Week	\$20 / \$80
Dissolved Oxygen Meter	Day/Week	\$20 / \$80
Isobutylene Cal Gas (103 Liter)	Each	\$135
Datalogger System	Day/Week	\$66 / \$200
Groundwater Filters (Metal analysis - 20 cm)	Each	\$21
XRF - Lead Based Paint (LBP) Survey	Day	\$650
XRF - Shipping	Event	\$175

VEHICLES

Field Vehicle - Sedan	Day/Mile	\$40 per day/\$0.70 per mi.
Field Vehicle - Automobile & 1/2-ton truck	Day/Mile	\$60 per day/\$0.70 per mi.
Field Vehicle - 3/4-ton Truck & larger	Day/Mile	\$60 per day/\$0.70 per mi.

ADDITIONAL SERVICES - LUMP SUM COSTING

- 1) Disposal of investigation-derived waste to be bid on a site-specific basis.
- 2) Registered surveying services to be bid on a site-specific basis. Payments for surveying services associated with this Contract shall be invoiced at the rate of \$120 per hour for use of a two (2) man crew to include transportation of equipment and materials, overhead and profit and all reports to be made. Costs for non-registered surveying included in drilling services.
- 3) Personal protective equipment (PPE) defined by OSHA as Level D including half-face respirator provided at no cost. PPE Level C and above will be bid on a site-specific basis.

The Consultant shall submit invoices to the City, accompanied by detailed description of the total work accomplished not less than once per month (or more frequently if requested by the Brownsfields Coordinator).

5. Payments.

- A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the

Consultant shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Consultant, as compensation for such consulting services as listed herein, an amount equal to the billing rates shown in **Paragraph 4. Compensation** above. The invoices shall be prepared and submitted by the Consultant and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract. Surveyors or other professional consultants engaged for the normal structural, electrical or mechanical engineering services shall be billed to the City by the Consultant at the net cost thereof.

- B. The Consultant shall present monthly invoices to the City for compensation and payment. The City shall review the invoice for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part.
 - C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
6. **Indemnity.** To the fullest extent permitted by law, the Consultant agrees to release, defend, indemnify and save harmless the City and its beneficiary trusts, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Consultant's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Consultant shall promptly advise the City and its beneficiary trusts, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Consultant, at its expense, shall assume the defense of the City and its beneficiary trusts, with counsel satisfactory to the City its beneficiary trusts. This section shall survive the expiration of the Contract. Provided, however, the Consultant need not release, defend, indemnify or save harmless the City and its beneficiary trusts, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and its beneficiary trusts, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

7. **Insurance.** Prior to approval of this contract, the Consultant shall obtain insurance coverage as provided below. The Consultant must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. **Additional Insureds:** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction.

All insurance coverage of the Consultant shall be primary to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. **Deductibles:** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Consultant is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Consultant's deductible is different than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Consultant's self-insured retention.

- C. **Policy Limits:** The insurance coverage and limits required of the Consultant under this Contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for

the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Consultant should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Consultant shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Consultant shall provide and maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (2) Commercial General Liability Insurance. The Consultant shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The Consultant shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional Liability Insurance. The Consultant shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Consultant authorizes the City and its participating trusts to confirm all information so furnished as to the Consultant's compliance with its bonds and insurance requirements with the Consultant's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Consultant shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this Contract until there is full compliance with this paragraph, or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the Consultant shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Consultant hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

- F. Duration of Coverage. All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Consultant shall maintain in full force in effect the required professional liability insurance stated above during this Contract and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract.

8. Termination for Convenience. The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for convenience by the City, the City shall pay the Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the

terms, limits and conditions of this Contract and as further limited by any not to exceed amounts set out in this Contract.

The rights and remedies of the City provided in this paragraph shall be in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

9. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Oklahoma City
Department of Public Works
420 West Main Street, Seventh Floor
Oklahoma City, Oklahoma 73102
Attn: Eric J. Wenger, P.E., Director of Public Works/City Engineer
Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

And:

The Oklahoma City Brownfields Program
Planning Department
Attn: Amanda Alewine, Brownsfield Coordinator
420 West Main Street, 9th Floor
Oklahoma City, OK 73102

To the Consultant:

SCS Engineers
1817 Commons Circle, Suite 1
Yukon, OK 73099
Attn: Douglas Doerr, Senior Vice President
Phone Number: 405) 265-3960 Fax: (405)

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

10. **Stop Work.** Upon notice to the Consultant, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City issues a stop work order to the Consultant, the City shall provide a copy of such stop work order to the Construction Contractor.

11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
12. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Consultant or the contractor(s) on the project, the Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Consultant shall maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Consultant shall, upon request by the City, permit periodic audits by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.
13. **Reporting to the City.** The Consultant shall provide reports as directed by the City.
14. **Prohibition Against Collusion.** The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Contract. The Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Consultant must execute the Non-Collusion Affidavit, attached as Exhibit B, prior to the effective date of this Contract.
15. **Sub-consultant, Sub-contractor or Employee Conflict of Interest.** Consultant shall include language in all agreements with Consultant's employees, sub-consultants or subcontractors on this project that said individuals shall not contract with, work for, or otherwise assist any potential bidder to do any project-related work for a bidder which may in any way be (or construed to be) a conflict of interest. The Consultant shall require all employees, sub-consultants or sub-contractors engaged by the Consultant to advise the City of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or may in any way be (or construed to be) a conflict of interest. The Consultant shall also notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the bid in question and/or cancellation of the Consultant's contract.

16. **Work Orders.** The Consultant shall proceed with the work and/or services for this Contract upon receipt of direction from the City's Brownfields Coordinator (a project-specific work order shall be written upon receipt from the Consultant of a project proposal, time for completion, and estimate of cost for services to be performed). Upon receipt of a directive from the Brownfields Coordinator, the Consultant shall identify the issues to be addressed, outline the service activities potentially required, provide an estimated time for completion, and forward an electronic mail (e-mail) to the Brownfields Coordinator that addresses the activities (including a requirement to estimate labor hours or costs). The Brownfields Coordinator (or his designated representative/Project Manager (PM) shall provide a response of concurrence/approval and the Consultant shall address the activity required.

Additionally, the Consultant may independently identify activities that require attention and shall notify the Brownfields Program of such activities but will not proceed with those activities until authorization has been received from the Brownfields Coordinator.

If the Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Consultant of a request in writing to the City, indicating the length of extension required to perform a task, the Brownfields Coordinator may grant an extension of time. The request from the Consultant shall state the reason for the extension request, along with evidence showing that the Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Consultant is hereby prohibited from claiming damages for delays and extensions of time.

17. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Consultant. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Consultant. The parties may use any portions of said documents at their own risk and responsibility.
18. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
19. **Standard of Care.** In providing the work and services herein, the Consultant shall maintain during the course of this Contract the industry-accepted standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Consultant shall require all of its consultants, by the terms of its consultants' contracts, to provide services at the same industry-accepted standard of reasonable care, skill, diligence and professional competence required of the Consultant.

20. **Backup Required.** In accordance with good consulting practices, the Consultant must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as “data”) in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively “loss”), the Consultant must timely recreate all data within the original time frame of the consultant contract at its sole cost. No extensions or additional time will be granted the Consultant for loss of data. No additional payment or reimbursement will be made to the Consultant for loss of data. The Consultant will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.
21. **Sub-consultants.** The Consultant shall submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Consultant intends to engage to perform work and/or services related to this Contract. Such approval shall not be unreasonably withheld. The Consultant shall notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
22. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Consultant agrees as follows:
- A. The Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant shall agree to post, in conspicuous places, Exhibit C.
 - B. In the event of the Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The Consultant may be declared by the City ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Consultant.
 - C. The Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Consultant shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit C, prior to the effective date of this Contract.

23. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Consultant to provide professional and personal services to the City, the parties agree that the Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
24. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Consultant to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
- B. If this Contract is terminated by reason of a default of the Consultant prior to the completion of this project, regardless of the reason for said termination, the Consultant shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Consultant and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Consultant from and after the date of such assignment to and acceptance by the City and on the same terms as approved by the City herein. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Consultant and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Consultant shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Consultant's subcontractors and sub-consultants.
- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
25. **Time Is of the Essence.** Both the City and the Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
26. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Consultant shall make no claim for compensation or

damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

27. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
28. **Entire Agreement.** This Contract, including its Exhibits and any other written documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Consultant concerning the Contract. Neither the City nor the Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
29. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Consultant. In the event the Consultant's scope of work is increased or changed so as to materially increase the need for consulting services in excess of the not to exceed total compensation, the Consultant may seek to amend this Contract.
30. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
31. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
32. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
33. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
34. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
35. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
36. **Effective Date.** The effective date of this Contract shall be the date of execution of this contract by the City.

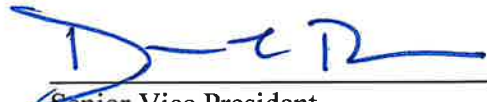
37. **Term of Contract.** (added by Amendment No. 1)

- A. This Contract authorizes the Bornwsfield Coordinator to issue Work Orders under this Contract during the contract term as provided herein and the term of this Contract will be from the effective date though June 30, 2023, plus such extended time as necessary until all Work Orders issued during the contract term are complete.
- B. The City may issue Work Orders under this Contract at any time during the contract term.
- C. The Consultant will provide such services as set forth in any Work Order issued under this Contract and this Contract will be deemed extended for such extended time as may be necessary for the completion of services set forth in any Work Order issued during the contract term under this Contract.
- D. If this Contract is extended for completion of any Work Order, upon completion of all the Work Orders issued under this Contract, the City Engineer will issue a notice to the Consultant denoting the termination of this Contract and any extended time.
- E. The Consultant must provide such services and comply with this Contract until expiration of the contract term or through any extended time, if any, until notification of termination of this Contract from the City Engineer, whichever is later.
- F. The City will not be obligated to pay the Consultant under any Work Order (including any services, expenses, and additional services) until the funds have been encumbered. Any Work Order must not exceed the available funds for the year in which the Work Order was issued. Any extended time to complete the Work Order will not change the available funds for the year in which the Work Order was issued.
- G. If the City should need any additional services or a change of the scope of services in any Work Order issued during the contract term, a new separate Work Order must be issued under a separate contract or an amendment to this Contract. An extended time will not extend the authorization to issue a new Work Order under this Contract after the expiration of the contract term.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Consultant 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 Contract amendment and renewal was executed and approved by the Consultant this 27th day of May, 2022.

SCS ENGINEERS



Senior Vice President
Douglas L. Doerr

ATTEST:

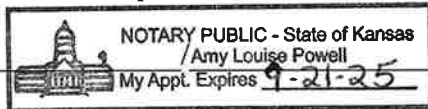
STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS

This instrument was acknowledged before me on this 27th day of May, 2022, by Douglas Doerr as Senior Vice President, of SCS Engineers.



Notary Public

My Commission Expires/Commission Number: 1189175

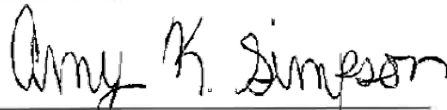


(Seal)

IN WITNESS WHEREOF, this Contract amendment and renewal was approved and executed by The City of Oklahoma City this 21st day of June, 2022.

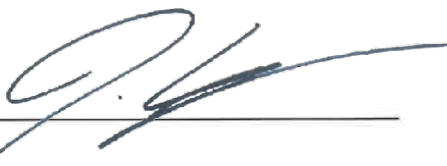
THE CITY OF OKLAHOMA CITY

ATTEST:



City Clerk





Vice Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor

**EXHIBIT A
SCOPE OF WORK
PROJECT NO. MC-0656-B
BROWNFIELDS DEVELOPMENT PROJECTS ENVIRONMENTAL CONSULTANT
SERVICES**

GENERAL

All reports generated under this solicitation shall be submitted in electronic format, including maps and photographs contained in Phase I/II Environmental Site Assessments (ESAs). Hard copies should be submitted upon request. The Brownsfields Coordinator shall assist the consultant by providing logistical support and regulatory interface (local, State, and Federal) as needed to facilitate performance of the Scope of Services. Logistical support shall entail preparation/publication of public notices, execution of consent for access agreements, coordinating with property owners, arranging site visits, and other services as may be negotiated during the Contract execution phase.

SCOPE OF SERVICES

The consultant shall perform the following types of services under this contract:

1) Phase I/II ESAs

The City intends to use Brownfields grant funds allocated to this solicitation to conduct Phase I and II ESAs. All ESAs must be performed in accordance with ASTM Standards and satisfy EPA's All Appropriate Inquiry (AAI) requirements. A programmatic Quality Assurance Project Plan (QAPP) must be prepared by the consultant and approved by City's Brownfields Coordinator and EPA Region 6 prior to the initiation of contract work. The QAPP must comply with EPA's *Requirements for Quality Assurance Project Plans* (QA/R-5). An example QAPP and/or EPA's *Guidance for Quality Assurance Project Plans* (QA/G-5) shall be provided upon request. Prior to initiating any Phase II ESA fieldwork the Consultants will be required to prepare a site-specific field sampling plan (FSP). The QAPP and the FSP are intended to ensure the site's historical research information, monitoring well installation, soil/groundwater sampling, analytical analyses, and data reporting of soil, surface water, and groundwater conditions is conducted in accordance with the Standard Operating Procedures (SOPs) and Data Quality Objectives (DQOs) outlined in each QAPP.

Consultants may be required to coordinate with the following regulatory entities on Phase II ESAs depending on the nature of the project:

- a. EPA Region 6 Brownfields Team,
- b. The Oklahoma Department of Environmental Quality (DEQ) Brownfields Coordinator,
- c. DEQ's Voluntary Cleanup Plan Coordinator,
- d. Oklahoma Corporation Commission (OCC) Pollution Abatement Division,
- e. OCC Petroleum Storage Tank Division,

- f. OCC Brownfields Coordinator, and
- g. Oklahoma Department of Labor.

The City's Brownfields Coordinator shall assist with any necessary regulatory coordination and be advised of interactions with these agencies. The Consultant shall provide data entry services, including input into ACRES, and/or quarterly progress reports which correspond with the data entered into the ACRES system per requirements of the Cooperative Agreement with the EPA for grant funding.

2) Phase III Cleanup Plans

The City's Brownfields assessment grant and Brownfields Cleanup Revolving Loan Fund (BCRLF) can be used to fund cleanup plans. The Brownfields Coordinator shall assist with identifying the range of potential cleanup alternatives at each site. The Analysis of Brownfields Cleanup Alternatives (ABCA) is a Brownfields – specific cleanup plan required for BCRLF cleanup projects. Preparation of an ABCA may also involve close coordination with DEQ's Brownfields Program to ensure the proposed cleanup alternatives meet relevant cleanup standards. The Consultant shall provide data entry services, including input into ACRES, and/or quarterly progress reports which correspond with the data entered into the ACRES system per requirements of the Cooperative Agreement with the EPA for grant funding.

3) Public Meetings

The City may choose to hold public meetings in conjunction with a BCRLF cleanup project or to serve as information dissemination/data gathering opportunities for the Brownfields Redevelopment Program. In these cases, staff support may be required from consultants to address technical issues of sampling activities, cleanup plans, or ongoing remediation activities. The City shall be responsible for preparing and advertising meeting announcements, materials preparation, and facility rental. The Consultant shall provide data entry services, including input into ACRES, and/or quarterly progress reports which correspond with the data entered into the ACRES system per requirements of the Cooperative Agreement with the EPA for grant funding.

4) Cleanup Oversight

The consultant may assist the Brownfields Program with cleanup oversight for active remedial projects. This activity may involve site visits to ongoing cleanup projects to observe site conditions, verifying compliance with the EPA approved QAPP and FSP, verifying completion of cleanup tasks, and obtaining photographs. The Consultant shall document oversight activities by preparing a brief summary for the Brownfields Program that includes date, time, and personnel involved in the on-site visit, observations, and items requiring further action. The Consultant shall provide data entry services, including input into ACRES, and/or quarterly progress reports which correspond with the data entered into the ACRES system per requirements of the Cooperative Agreement with the EPA for grant funding.



CERTIFICATE OF LIABILITY INSURANCE

3/31/2023

DATE (MM/DD/YYYY)
03/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Steadfast Insurance Company	NAIC # 26387
INSURER B: Zurich American Insurance Company	16535
INSURER C: AGCS Marine Insurance Company	22837
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES SCSEN01 **CERTIFICATE NUMBER:** 18308080 **REVISION NUMBER:** XXXXXXXX

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.

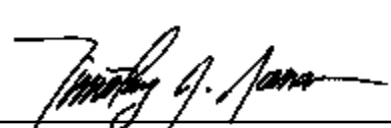
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 0112778-07	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 0112780-07	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A N	WC0112779-07	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	PEC 0112862-06	03/31/2022	03/31/2023	Each Claim: 1,000,000 Policy Aggregate: 1,000,000
C	Valuable Papers			MXI93057157	03/31/2022	03/31/2023	Limit: \$25,000

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

Job Number: 90000016.27. Job Description: Project No. MC-0656-B for Brownfields Development Projects Environmental Consultant Services. The City of Oklahoma City and its participating public trusts are included as additional insured on a primary and non-contributory basis on the Commercial General Liability and Automobile Liability policies. The City of Oklahoma City and any of its participating public trusts are included as loss payee for this project on the Valuable Papers insurance. Continued on the next page.

CERTIFICATE HOLDER**CANCELLATION**

See Attachments

18308080 City of Oklahoma City and its participating public trusts Department of Public Works 420 West Main Street, Seventh Floor 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 
--	--

All policies include a severability of interest provision. Waiver of Subrogation is included in favor of The City of Oklahoma City and its participating public trusts in accordance with the policy provisions of the Commercial General Liability and Automobile Liability policies.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0112778-07

Effective Date: 03/31/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A**. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO 0112778-07

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.</p>
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POLICY NUMBER: BAP 0112780-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Endorsement Effective Date: 04/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0112780-07	04/01/2022	04/01/2023	04/01/2022		INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a.** **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.