

AMENDMENT NO. 9 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment is made and entered into this 13th day of September, 2022, by and between the Oklahoma City Water Utilities Trust, herein called the "Trust" and Enercon Services, Inc., herein called the "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on May 4, 2010 as follows:

Project WC-0650
Parallel Atoka Pipeline Environmental Study; and

WHEREAS, this project provided for the Engineer's preparation and submittal of comprehensive environmental studies and permitting necessary for construction of a second Atoka pipeline and associated pump stations; and

WHEREAS, the original contract provided for possible future amendment to engage the services of the Engineer to provide additional scope of work services (as determined and tasked by the Trust) specifically related to this project; and

WHEREAS, the Engineer submitted and the Trust approved a preliminary environmental screening report; and

WHEREAS, subsequent to submittal and approval of the report, the Oklahoma Archeological Survey (OAS) requested that the proposed pipeline construction area be fully examined for cultural resources, including shovel testing along the entire pipeline corridor and deep (mechanical) testing for buried sites at major stream crossings; and

WHEREAS, this work is a necessary component in obtaining required permits in accordance with local, state, and federal regulations; and

WHEREAS, the Engineer prepared a Cultural and Archeological Resources Survey Report which addressed OAS requirements; and

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

WHEREAS, subsequent to execution of the original contract as previously amended and habitat surveys along the project alignment by the Engineer, it was determined that a Habitat Conservation Plan (HCP) and various Environmental Permitting were required to accommodate discovery and mitigation of the American Burying Beetle (ABB); and

WHEREAS, the ABB is on the Endangered Species Act list of endangered species and for which incidental “take” cannot be avoided during construction of the project; and

WHEREAS, the Engineer’s work related to the tasks were: (1) HCP coordination and facilitation; (2) preparation of the HCP document and Incidental Take Permit (ITP); (3) preparation of an Environmental Assessment (EA) in order to comply with the National Environmental Policy Act of 1969 (NEPA) and NEPA requirements related to the ITP; (4) preparation of a Threatened and Endangered Species Habitat Assessment update and Clean Water Act (CWA) Section 404 delineation of wetlands/waters within the 100-foot-wide project easement; (5) preparation of a CWA Section 404 and Rivers and Harbors Act Section 10 Permitting for submittal to the U.S. Army Corps of Engineers; and, (6) preparation of Federal Emergency Management Agency Floodplain Development Permit applications; and

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

WHEREAS, subsequent to execution of the original contract, it has been determined to be in the best interest of the Trust to direct the Engineer to proceed with Project WY-0014, Environmental and Cultural/Archaeological Assessments along the McGee Creek Pipeline Easement, including, but not limited to the following: (1) Biological Resources Assessment; Section 404 Delineation; and CWA Section 404 and Rivers and Harbors Act Section 10 Permitting; (2) Cultural Resources Survey; and (3) Development of Preventative Maintenance Procedures; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 3**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the Trust to reallocate funds among Tasks 1, 2, and 3 associated with Project WC-0650; and

WHEREAS, additionally, Task 2 services were increased as recommended by the Oklahoma State Archeologists to provide for additional cultural resource deep testing associated with the environmental studies being conducted along the parallel Atoka Pipeline right-of-way; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 4**; and

WHEREAS, subsequent to execution of the original contract as previously amended, the Engineer was directed to evaluate the possibility of a reroute to avoid and/or minimize impacts to the archaeological site near Muddy Boggy Creek; and

WHEREAS, the selected reroute location was outside of the original study area, therefore additional studies were needed to determine if the reroute alignment effectively avoids or minimizes cultural resource impacts; and

WHEREAS, it was determined to be in the best interest of the Trust to direct the Engineer to provide additional cultural resource survey and testing associated with the environmental studies conducted along the parallel Atoka Pipeline right-of-way; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 5**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the Trust to direct the Engineer to complete a minimum 5-night/6-day, presence/absence survey for the American Burying Beetle (ABB); and

WHEREAS, the Engineer also provided on-site cultural resources monitoring during construction and trenching activities near the Canadian River, Owl Creek, Leader Creek, and Muddy Boggy Creek Crossings; and

WHEREAS, it was necessary to add Exhibit E – Additional Services to compensate the Engineer for additional services necessary for completion of the project; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 6**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined by the Oklahoma Archeological Survey (OAS) that additional on-site cultural resources monitoring will be required at Leader Creek and Muddy Boggy Creek; and

WHEREAS, the Engineer will be required to provide approximately five (5) additional acres of survey to investigate a potential re-route site at Leader Creek, which if successful, could provide enough evidence to the OAS to avoid mitigation and allow for a 90-day monitoring period; and

WHEREAS, the monitoring period at Muddy Boggy Creek is anticipated to be ninety (90) days; and

WHEREAS, the Oklahoma Department of Wildlife Conservation determined that, in order to be in compliance with the current Habitat Conservation Plan, additional ABB presence/absence surveys were required along seven segments of the parallel Atoka Pipeline; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 7**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the Trust to move a portion of funds from Basic Services and Additional Services, and reallocate those funds to Reimbursable Expenses; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 8**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it has been determined to be in the best interest of the Trust to direct the Engineer to perform a preliminary evaluation of the project area as specified by the U.S Fish and Wildlife Service, followed by a delineation of potential Clean Water Act (CWA) Section 404 regulated water features within the project area to assist in planning efforts, and estimation and quantification of unavoidable project impacts; and

WHEREAS, findings and survey results of the preliminary delineations will be compiled into a Jurisdictional Determination Report and the Engineer will be required to submit the report to the US Army Corps of Engineers (USACE) for approval; and

WHEREAS, the Engineer will also provide on-site reviews with USACE to determine the jurisdictional status of the water features, and prepare and submit pre-construction notification packages for the Nationwide Permit, and any subsequent federal permits identified as necessary; and

WHEREAS, a Cultural Resources Study is also required to be conducted at six locations, to evaluate the project area for the presence of prehistoric and historic cultural resources; and

WHEREAS, results of the Cultural Resources Study will be documented in a report, which will include historic maps, aerial photos of the six project areas, and a shovel test log; and

WHEREAS, should the Cultural Resources Study result in the need for archeological testing, the Engineer will provide appropriate research design for the testing, and perform testing upon approval of the design; and

WHEREAS, the original contract must be amended to incorporate revised fees within the Contract; and

WHEREAS, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$544,831 for engineering services

For Amendment No. 1:

Not to exceed \$692,039 for engineering services

For Amendment No. 2:

Not to exceed \$563,859 for engineering services

For Amendment No. 3:

Not to exceed \$267,330 for engineering services

For Amendment No. 4:

Not to exceed \$130,000 for engineering services

For Amendment No. 5:

Not to exceed \$76,000 for engineering services

For Amendment No. 6:

Not to exceed \$917,552 for engineering services

For Amendment No. 7:

Not to exceed \$558,974 for engineering services

For Amendment No. 8:

No change in cost (a decrease of \$167,302 from Basic Services, a decrease of \$73,610 from Additional Services, and an overall total increase of \$240,912 reallocated to Reimbursable Expenses.)

For Amendment No. 9:

Not to exceed \$263,708 for engineering services

Total Amended Contract:

Not to exceed \$4,014,293 for all services (an increase of \$263,708); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

- I. Amend Paragraph 2. **Basic Services**, to read as follows:

Basic Services. The Engineer is hereby engaged and employed by the Trust to perform in accordance with good engineering practices and in the best interest of the Trust all of the work as set out herein (including **Amendment No. 1** work related to Oklahoma Archeological Survey (OAS) requirements for examination of the construction area for cultural resources, including deep testing for buried sites at major stream crossings and submittal of a Cultural and Archeological Resources Survey Report); and **Amendment No. 2** work related to preparation and submittal of an HCP document and ITP, an EA, a Threatened and Endangered species Habitat Assessment update and CWA Section 404 delineation of wetlands/waters within the 100-foot-wide project easement, a CWA Section 404 and Rivers and Harbors Act Section 10 Permit application for submittal to the U.S. Army Corps of Engineers; and preparation of all required FEMA Floodplain Permit applications; **Amendment No. 3** work related to Project WY-0014, Environmental and Cultural/Archaeological Assessments along the McGee Creek Pipeline Easement; **Amendment No. 4** work related to additional cultural resource deep testing associated with the environmental studies being conducted along the parallel Atoka Pipeline right-of-way and reallocation of funds within Project WC-0650; **Amendment No. 5** work related to additional cultural resource survey and testing associated with the environmental studies being conducted along the parallel Atoka Pipeline right-of-way; and **Amendment No. 6** work related to the American Burying Beetle presence/absence survey, cultural resource monitoring support for the Atoka Pipeline construction, and the addition of Exhibit E- Additional Services to provide for services necessary for project completion; and **Amendment No. 7** work related to additional cultural resource monitoring at Leader Creek and Muddy Boggy Creek, and additional ABB presence/absence survey services; and **Amendment No. 8** work related to reallocation of Basic and Additional Services fees to Reimbursable Expenses; and **Amendment No. 9** work related to a preliminary evaluation of the project area as specified by the U.S Fish and Wildlife Service, delineation of potential Clean Water Act (CWA) Section 404 regulated water features within the project area, on-site reviews with USACE, preparation and submittal of pre-construction notification packages for the Nationwide Permit and any subsequent federal permits, preparation and submittal of a Jurisdictional Determination Report, and conducting a Cultural Resources Study); including Exhibit A, and including but not limited to the following:

- II. Amend Paragraph 4. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this contract shall not exceed a total fee of \$4,014,293 (an increase of \$263,708), which includes \$3,139,260.49 (an increase of \$241,380.49) for Basic Services, and \$448,642.51 (an increase of \$22,327.51) for Reimbursable Expenses as specifically set forth in Exhibit B; and for Additional Services an amount not to exceed \$426,390 as specifically set forth in Exhibit E.

- III. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “Exhibit A – Scope of Work (added by **Amendment No. 9**):

Exhibit A-Scope of Work

(Added by Amendment No. 9)

The Trust intends to reroute the existing and proposed water lines along with building new, and expanding current pump stations. These locations (project areas) are as follows:

- Pump Station 0 – Three tracts of land that total approximately 24.7 acres in Section 36, Township 1 South, Range 11 East (Atoka County)
- Stonewall Pump Station – One tract of land that totals approximately 21.7 acres in Section 4, Township 2 North, Range 8 East (Coal County)
- Ada Pump Station – Two tracts of land that total approximately 36.6 acres in Section 32, Township 4 North, Range 7 East (Pontotoc County)
- Konawa Pipeline Reroute – Two tracts of land that total approximately 8 acres in Sections 18 and 19, Township 6 North, Range 5 East (Pottawatomie County)
- Konawa Pump Station – Two tracts of land that total approximately 38.3 acres in Section 18, Township 6 North, Range 5 East (Pottawatomie County)
- Macomb Pump Station – One tract of land that totals approximately 67.4 acres in Section 31, Township 9 North, Range 2 East (Pottawatomie County)

TASK 1: Environmental Study

a. Delineation of Section 404 Water Features

The Engineer will perform a preliminary evaluation of the project areas by reviewing historical aerial photographs, wetlands in the area mapped by the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory, soils mapped at the project areas by the National Resource Conservation Service, and U.S. Geological Survey topographic maps.

Following the background review, the Engineer will perform a delineation of potential CWA Section 404 regulated water features within the project area. Wetlands will be delineated in accordance with the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (1987) and the Delineation Supplements for the appropriate regions. Streams and other open waters will be identified and delineated by their ordinary high-water marks as defined in the Code of Federal Regulations. The boundaries of all water features identified in the field will be recorded with a Global Positioning System device.

Following site investigations, a report summarizing our findings and survey results will be provided. This report will contain maps, datasheets, photographs, and other materials required for jurisdictional decisions made by the USACE Tulsa District Regulatory Office. Please be advised that USACE allows consultants to prepare Section 404 delineations, but delineations are considered “preliminary” until they are approved by USACE.

The findings presented in the proposed delineation will document the presence or absence of potentially jurisdictional waters within the project area; this is a critical first step in the permitting process. If such resources are present, the delineation will provide details which will aid in (1) planning in support of avoidance and minimization efforts, and (2) estimation and quantification of unavoidable project impacts. In addition, the delineation documents prepared would be suitable for an official jurisdictional determination (JD) submittal to USACE.

b. Preparation and Submission of Jurisdictional Determination

USACE allows consultants to prepare Section 404 delineations, but delineations are considered “preliminary” until they are approved by the USACE. The Engineer will prepare all necessary forms and submit the delineation reports to the USACE Tulsa District Regulatory Office, on behalf of the Trust, to receive official jurisdictional determinations for each project area.

c. On-Site Reviews with USACE

The Engineer will consult with USACE on-site at each project area to review any potential Waters of the US to determine the jurisdictional status of the water features.

d. Preparation and Submission of Pre-construction Notifications

The Engineer will prepare a Pre-Construction Notification (PCN) package for submission to the USACE for the applicable nationwide permit (NWP). The Engineer will engage with USACE and other federal agencies as necessary to obtain required permits.

TASK 2: Cultural Resources Study

a. Cultural Resources Survey

The Engineer will conduct a cultural resources survey at the project areas listed above to evaluate the project area for the presence of prehistoric and historic cultural resources. Prior to field work the National Register of Historic Places (NRHP), SHPO Determination of Eligibility (DOE) List, and OAS records will be reviewed for project areas listed on, or in the vicinity of, the proposed project area. The Engineer will attempt to locate any previously recorded cultural resources mapped within the survey limits in the field to determine site extent and evaluate for NRHP eligibility. A pedestrian field survey with shovel testing in accordance with the SHPO, and OAS guidelines will be conducted to assist in identifying any previously unrecorded cultural resources. Any new cultural resources recorded will be evaluated for NRHP eligibility according to SHPO/OAS standards.

The findings and results of the cultural survey will be documented in a stand-alone report, which will include historic maps, and aerial photos of the six project areas, and a shovel test log. Any sites encountered will be documented with standard Oklahoma Archeological Survey (OAS) site forms and State Historic Preservation Office (SHPO) Historic Preservation Resource Identification forms, as appropriate. All field work and reporting will meet or exceed the OAS and SHPO standards for survey and reports.

b. Archeological Testing

If the archaeological survey results in the recording of cultural resource sites which are recommended for Phase II archaeological testing at the conclusion of the archaeological survey. The Engineer will notify the City of Oklahoma City of those recommendations. The Engineer will present the City of Oklahoma City with an appropriate research design for the proposed archaeological testing. When the City, OAS and SHPO approve the research design, the Engineer will begin the testing effort in a timely manner.

DELIVERABLES

The Engineer will provide five delineation reports (one for each location except Macomb which has already been completed). The results of the Cultural Resources Survey and the Phase II Archaeological Testing will be documented in a single stand-alone report as described above.

ASSUMPTIONS

This proposal was developed based on the following assumptions:

- The Trust will provide permission and make occupant notification for all on-site activities.
- Keys or combinations for any locked gates will be provided.
- Survey limits will be based upon the location information provided by staff on April 7, April 14, and May 12, 2022.
- The Engineer assumes 3 consecutive days will be the maximum length needed for on-site USACE wetland meetings.
- The project can be permitted under a USACE nationwide permit (NWP); as such the SOW is the preparation and submission of a PCN to the USACE. The preparation and submission of a Section 404 individual permit application is not included in this SOW.
- It is anticipated that although there may be multiple cultural resources recorded during the archeological survey, only one to two archaeological sites will require further testing to determine the potential NRHP eligibility. This amendment includes testing of up to two cultural resources for NRHP eligibility.
- Due to the relative upland location of the additional study areas, it is not anticipated that cultural resources which will require additional work beyond NRHP eligibility testing, such as mitigation or data recovery will be encountered as a result of the archaeological studies.
- The archaeological testing would include six to ten 1x1 meter test units to a depth adequate to test the cultural resources for National register eligibility. The exact plan for the number and location of the test units would be determined by the attributes of the archaeological sites, and the results of the shovel tests at the potential site locations.
- Monitoring during construction is not a SHPO accepted recommendation for avoidance of impacts to cultural resources. Rather, monitoring of construction is generally required by lead agencies when human remains are suspected in the proposed construction site. Thus, it is not anticipated that any archaeological monitoring will be required by any lead agency in the vicinity of the five pump stations or Konawa reroute locations.

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

EXHIBIT B
COMPENSATION
PROJECT NO. WC-0650
PARALLEL ATOKA PIPELINE ENVIRONMENTAL STUDY

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$4,014,293 (an increase of \$263,708), which includes \$3,139,260.49 (an increase of \$241,380.49) for Basic Services, and \$448,642.51 (an increase of \$22,327.51) for Reimbursable Expenses, as specifically set forth in this Exhibit B; and for Additional Services an amount not to exceed \$426,390 as specifically set forth in Exhibit E.

**B.I. Basic Work and Services
Project WC-0650**

Compensation for basic services may not exceed \$2,897,734.49 (an increase of \$241,380.49) and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$420,419.10 (an increase of \$55,588.10)

Completion and submittal of the preliminary environmental study report and approval of same by the Trust.

Task 2 an amount not to exceed:

\$1,181,982.39 (an increase of \$185,792.39)*

Completion and submittal of the Cultural and Archeological Resources Survey Report and approval of the Final Report by the Trust*.

*** Payment Milestones**

Invoices will be submitted to the Oklahoma City Water Utilities Trust for incremental work completed, on a Time & Materials basis, according to the following milestone schedule:

1. Milestone Invoices will be issued as the Field Survey work is completed for each of the following pipeline segments and submittals:
 - a. Atoka Reservoir Pump Station to Coalgate Pump Station
 - b. Coalgate Pump Station to Stonewall Pump Station
 - c. Stonewall Pump Station to Ada Pump Station
 - d. Ada Pump Station to Konowa Pump Station
 - e. Konowa Pump Station to Macomb Pump Station
 - f. Macomb Pump Station to Stanley Draper Reservoir
2. Issuance of Draft Report
3. Issuance of Final Report

Task 3 an amount not to exceed

\$467,909**

Completion and submittal of the Habitat Conservation Plan and required Environmental Permitting/Applications.

Task 4 (added by Amendment No. 6)

an additional amount not to exceed:

\$414,380

Completion of American Burying Beetle presence/absence survey.

Task 5 (added by Amendment No. 6)

an additional amount not to exceed:

\$413,044

Completion of Cultural Resources Monitoring during construction activities near Canadian River, Owl Creek, Leader Creek, and Muddy Boggy Creek Crossings.

**** Payment Milestones**

Costs associated with Coordination/Facilitation and NEPA support will be billed monthly on a Time & Materials Basis as they are accrued. Invoices for the remaining tasks will be submitted to the Oklahoma City Water Utilities Trust for incremental work completed, on a Time & Materials basis, according to the following milestone schedule:

1. Milestone Invoices will be issued as the Field Study work is completed for each of the following pipeline segments:
 - a. Atoka Reservoir Pump Station to Coalgate Pump Station
 - b. Coalgate Pump Station to Stonewall Pump Station
 - c. Stonewall Pump Station to Ada Pump Station
 - d. Ada Pump Station to Konawa Pump Station
 - e. Konawa Pump Station to Macomb Pump Station:
 - f. Macomb Pump Station to Stanley Draper Reservoir
2. Wetland Delineation Report
3. Public Draft HCP
4. Public Draft EA
5. Final HCP
6. Final EA
7. Section 404/Section 10/ Permit Applications
8. Floodplain Development Permit Applications

**B.II. Basic Work and Services
Project WY-0014**

Compensation for basic services may not exceed \$241,526, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:

\$241,526

Completion and submittal of the Environmental and Cultural/Archaeological Assessment and acceptance of same by the Trust.

Payment Milestones for WY-0014 are shown as follows:

Biological Resources Assessment; Section 404 Delineation; and CWA Section 404 and Rivers and Harbors Act Section 10 Permitting

Invoices will be submitted to the Oklahoma City Water Utilities Trust for incremental work completed, on a Time & Materials basis, according to the following milestone schedule, which includes per diem and mileage costs:

1. Completion of Field Study work: \$40,148.00
2. Completion of ABB Surveys: \$50,737.00
3. Wetland Delineation Report: \$12,512.00
4. Biological Assessment Report: \$8,706.00
5. Section 404/Section 10/ Permit Applications - \$13,708.00

Fees for this Task total **\$125,811**

Cultural Resources Survey

Invoices will be submitted to the Oklahoma City Water Utilities Trust for incremental work completed, on a Time & Materials basis, according to the following milestone schedule, which includes per diem and mileage costs:

1. Completion of OAS & NRHP Records Search (File Study): \$3,395.20
2. Completion of Cultural Resources Field Study work: \$107,619.00
3. Issuance of Draft Report: \$13,956.80
4. Issuance of Final Report and GIS Data Layers: \$6,376.00

Fees for this Task total **\$131,347**

Development of Preventative Maintenance Procedures

Invoices will be submitted to the Oklahoma City Water Utilities Trust for incremental work completed, on a Time & Materials basis, according to the following milestone schedule, which includes per diem and mileage costs:

1. Issuance of Final Preventative Maintenance Procedures Report: \$10,172.00

Fees for this Task total **\$10,172**

B.III. Reimbursable Expenses Project WC-0650

The Trust agrees to pay reimbursable expenses in an amount not to exceed **\$422,838.51 (an increase of \$22,327.51) for WC-0650**. Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Engineer in the interest of the project, with the prior approval of the General Manager, and include the following:

Cojeen

1. Per Diem/Mileage = Maximum \$65,402.51 (an increase of \$2,752.51)
Lodging/Meals \$129/day
Mileage 0.575/mile
2. Deep Testing Sites = Maximum \$50,000
\$2,500/site (20 sites)

Enercon

1. Per Diem/Mileage = Maximum \$47,524 (an increase of \$19,575)
Lodging/Meals \$129/day
Mileage 0.575/mile
2. County Flood Plain Permit Fee – \$19,000

Project WY-0014

The Trust agrees to pay reimbursable expenses in an amount not to exceed **\$25,804 for WY-0014**. Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Engineer in the interest of the project, with the prior approval of the General Manager, and include the following:

Cojeen

- A. Standard Archaeological Survey (Shovel Tests)

Per Diem/Mileage = Maximum \$14,555
Lodging/Meals \$140/day
Mileage 0.575/mile

Enercon

- A. Field Assessment for Threatened and Endangered Species (T&E) Habitat and Wetlands

Per Diem/Mileage = Maximum \$3,884
Lodging/Meals \$140/day
Mileage 0.575/mile

B. ABB Surveys

Per Diem/Mileage = Maximum \$7,365

Lodging/Meals \$140/day

Mileage 0.575/mile

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

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. WC-0650
PARALLEL ATOKA PIPELINE ENVIRONMENTAL STUDY**

Additional Services shall only be provided upon prior written and clearly detailed direction of the General Manager. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Additional Services necessary for completion of the project - \$426,390

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$426,390. This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the General Manager. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the General Manager. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

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IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Engineer that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first written above.

ENERCON SERVICES, INC.



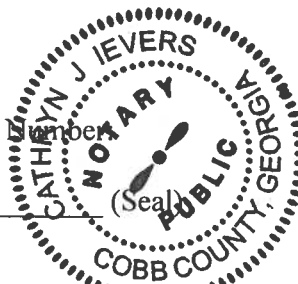
Environmental Services Manager

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 1ST day of SEPTEMBER, 2022, by GREGORY RUDELL, as Environmental Services Manager of Enercon Services, Inc.

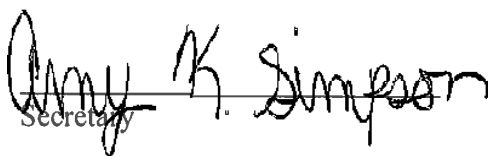
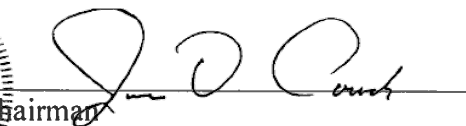
My Commission Expires/Commission Expires
October 11, 2024 /


Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by the Oklahoma City Water Utilities Trust this 13th day of September, 2022

THE OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:


Secretary
Chairman

REVIEWED for form and legality.

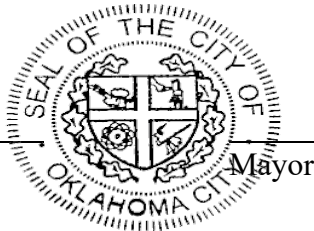
Craig Keith
Assistant Municipal Counselor

CONCURRED by The City of Oklahoma City this 27th day of September,
2022

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt
Mayor

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/01/2022

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

PRODUCER Marsh & McLennan Agency LLC 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: Nancy B Jackson PHONE (A/C, No, Ext): 770-476-1770 FAX (A/C, No): 770-476-3651 E-MAIL ADDRESS: Nancy.Jackson@MarshMMA.com														
INSURED Enercon Services, Inc. 500 Town Park Lane Kennesaw, GA 30144	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allied World Assurance Company (U.S.) I</td> <td>19489</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Assurance Company (U.S.) I	19489	INSURER B : Twin City Fire Insurance Co.	29459	INSURER C : Evanston Insurance Company	35378	INSURER D : Hartford Casualty Insurance Company	29424	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			03102221	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UENOL5014	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			03124311	07/01/2022	07/01/2023	EACH OCCURRENCE \$11,000,000 AGGREGATE \$11,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEOL6H0B	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liab.			03102218	07/01/2022	07/01/2023	2,000,000 Each Occ.
C	Professional Liab			MKLV2ENV102901	07/01/2022	07/01/2023	5,000,000 Each Claim
C	Professional Liab			MKLV2ENV102901	07/01/2022	07/1/2023	5,000,000 Aggregate

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

RE: Project Number and Name: WC-0650, Parallel Atoka Pipeline Environmental Study

(GL) Broad Additional Insured - Primary per form ENV-PEP 00027 00 (10/13)

(GL) Waiver of Subrogation per form ENV-PEP 00010 00 (04/10)

(Auto) Commercial Automobile Broad Form Additional Insured/ Primary and Noncontributory Basis/ Waiver of

Subrogation per form HA 99 16 (12/21)

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its participating public trusts
 420 West main Street, Suite 500
 Oklahoma City, OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

DESCRIPTIONS (Continued from Page 1)

(WC) Waiver of Subrogation per form WC 00 (03/13)

(Property) Loss Payee per form IH 12 01 11 85T

Professional Liability Deductible: \$25,000

Valuable Paper Limit: \$901,000

Valuable Papers Deductible: \$2,500

POLICY NO. 20 UUN OL5013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LOSS PAYEE(S)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

PROPERTY CHOICE COVERAGE PART

THE CITY OF OKLAHOMA CITY AND ITS
PARTICIPATING TRUSTS
420 W MAIN ST STE 500
OKLAHOMA CITY OK 73102

VALUABLE PAPERS PROJECT: WC-0650, PARALLEL ATOKA PIPELINE
ENVIRONMENTAL STUDY (BUSINESS PERSONAL PROPERTY)

THE CITY OF OKLAHOMA CITY AND
THE OKLAHOMA CITY WATER UTILITIES TRUST
420 W MAIN ST STE 700
OKLAHOMA CITY OK 73102
RE: VALUABLE PAPERS PROJECT: WY 0008
ATOKA WILDLIFE SURVEY

Endorsement No: 19
This endorsement, effective: July 1, 2022
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No: 0310-2221
Issued to: Enercon Services, Inc.
by: Allied World Assurance Company (U.S.) Inc.

BROAD ADDITIONAL INSURED – PRIMARY COVERAGE

SCHEDULE

Name Of Person Or Organization:
Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is hereby agreed that **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or "your work" for the Additional Insured and included in the "products-completed operations hazard".

As respects the coverage afforded the additional insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis.

This endorsement does not increase the Company's limits of liability as specified in the Declarations of this policy.

All other terms and conditions of this policy remain unchanged.

By:



Joseph Cellura

Title:

President, North American Casualty Division

Endorsement No: 14
This endorsement, effective: July 1, 2022
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No: 0310-2221
Issued to: Enercon Services, Inc.
by: Allied World Assurance Company (U.S.) Inc.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SCHEDULE

Name Of Person Or Organization: Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is hereby agreed that the following is added to **Section IV – Conditions, 21. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.

By:



Joseph Cellura

Title:

President, North American Casualty Division

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 20 WE OL6H0B

Endorsement Number:

Effective Date: 07/01/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ENERCON SERVICES INC
500 TOWNPARK LN NW STE 275
KENNESAW GA 30144

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative