

CONTRACT FOR ENGINEERING SERVICES

This Contract for Engineering Services for the Emergency Sanitary Sewer Improvements ("Contract") is entered into this 17th day of OCTOBER, 2022, by and between the Oklahoma City Water Utilities Trust, a municipal trust ("Trust"), and Kimley-Horn and Associates, Inc. ("Engineer").

WITNESSETH:

**PROJECT NO. SE-0047
EMERGENCY SANITARY SEWER IMPROVEMENTS
ESTIMATED CONSTRUCTION COST- \$3,000,000**

WHEREAS, the Trust intends to direct the Engineer to provide for design and all other emergency engineering services related to the replacement of an existing 21-inch sanitary sewer line in Western Avenue, from south of Main Street to NW 4th Street, and an existing 10-inch sanitary sewer main from Western Avenue to Francis Avenue ("project"); and

WHEREAS, the Engineer will 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, due to the declaration of an emergency, the extensive amount of work the Engineer has previously completed for the Trust and resultant expertise, background, knowledge, and understanding of the sanitary sewer system, it has been determined to be in the best interest of the Trust to waive formal consultant selection procedures and allow for the Engineer to be chosen to provide design, bidding, construction administration, and as-built services for the project.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with Oklahoma and Oklahoma City 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. *Bidding Documents* Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
 - B. *City Engineer* The officer of The City of Oklahoma City or designee, e.g., "Project Manager" in charge of engineering, construction and maintenance contracts

on public rights-of-way, on public lands and capital improvement projects.

C. *General Manager of the Trust*

The officer of the Trust assigned by the Trust to administer the business of the Trust, herein called the "General Manager."

D. *Estimated Construction Cost*

Not-to-exceed amount which has been designated as the maximum amount for the construction cost of the project.

2. **Basic Services.** The Engineer is hereby engaged and employed by the Trust to perform in accordance with good engineering practices and in the best interest of the Trust in accordance with the professional standard of care all of the services as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract. The Engineer will provide services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, site visits and other related services: In addition, the Engineer will also provide the following:

A. Preliminary Report Services - Task 1: Not used.

B. Final Plan Services - Task 2

- (1) Prepare final plans, specifications and construction cost estimate.
- (2) The Engineer shall prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Engineer shall complete said plans and specifications for submission to the Trust for its approval.
- (3) Prepare and furnish the Trust all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the Trust, employing wherever applicable, standard Trust forms, in completed form.
 - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City Engineer prior to preparation of plans.

- b. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
 - c. The Engineer shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions, which might affect the construction of the project.
- (4) Notify all known utility companies and other entities with facilities affected by the Project. Furnish one (1) copy of the plans to each of the utility companies and entities as determined necessary. Coordinate necessary utility and facility relocations or modifications for the Project and conduct a final conference at 60% plans.
- (5) Furnish the Trust up to two (2) copies of the project 60% plans for review along with a detailed fixed limit of construction cost estimate for said improvements, extensions and repairs. This submittal does not stop, impact or otherwise delay the Engineer's contract-allotted notice to proceed time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.
- (6) Upon completion of 95% final plans, the Engineer will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the Engineer shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, the Engineer will then submit a final plans check set (along with the annotated "check print" copies) for a "final" review by the Project Manager.
- (7) Prepare and furnish the Trust an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for bids, subject to approval of the Trust, employing standard Trust forms, in completed form.

Furnish the Trust one (1) PDF of the final plans and specifications, all free of cost to the Trust. The cost of any additional copies of plans and specifications as the Trust may require will be reimbursed at the actual cost thereof.
- (8) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (9) Prior to the submission of Bidding Documents to the Trust for solicitation of bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.

- (10) Prepare all necessary plans, studies and applications for submission to Trust, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the Trust.
- (11) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits using United States Geological Survey (USGS) data. The Engineer shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. For all SC-XXXX projects, the Engineer shall provide an electronic file on the location of all sanitary sewer manhole cover coordinates, which shall be tied to the City's GIS monument system.

C. Bidding Services - Task 3

- (1) Meet with the Trust or its representatives at any time requested for consultation or conference, as directed in writing by the General Manager. In this connection, the Engineer shall hold at least one (1) Pre-Bid Conference with prospective bidders. The Engineer shall provide a power point presentation of the Bidding Documents for the purpose of pre-bid information to the prospective bidders at a location determined by the Trust.
- (2) Answer all Trust and bidder questions regarding the bidding of the project and, upon approval by the City Engineer, prepare an electronic copy of all addendums for distribution.
- (3) The Trust will receive the bids through the Electronic Bidding System and the Engineer will receive a copy of the bids from the Trust. The Engineer will review and evaluate the bids and will make recommendations to the Trust for an award. The Engineer shall assist, review and make recommendations to the Trust on all construction contract issues.
- (4) If Bids are received, all of which exceed the Estimated Construction Cost, the Engineer shall revise its plans as directed by the Trust, pursuant to the paragraph "Estimated Construction Cost" of this Contract.

D. Construction Administration Services - Task 4

- (1) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the

Trust only to the extent provided in this Contract, unless otherwise modified by written instrument.

- (2) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the General Manager.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the Trust and all other interested parties. The Trust will issue all notices to proceed for the project.
- (4) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction (if applicable to this project, the Engineer will also provide bridge centerline horizontal and vertical control points). Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the Construction Contractor. The Engineer will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.
- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the Trust and its representatives or the Construction Contractor, to safeguard the Trust against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the Trust for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the Trust.
- (7) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.

- (8) The Engineer shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. However, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Engineer will keep the Trust informed of progress of the work, and will endeavor to guard the Trust against defects and deficiencies of the work. The Engineer does not guarantee the performance of the construction contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the Trust.
- (10) Review the Construction Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) Prepare and keep a record of the work performed by any contractor on this project and file with the Trust a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other Trust contractors will be through the Trust. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend to the General Manager rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the General Manager.
- (14) The Engineer shall review for conformance with Bidding Documents and approve or take other appropriate action upon the Construction Contractor's

submittals, such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the Trust as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- (15) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the General Manager and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the Trust all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) The Engineer will review daily reports furnished by the Trust's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the Trust. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

- (18) The Engineer shall maintain a record (“log”) of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.

Clarifications to Construction Administration - Task 4

- (1) The Engineer shall be responsible for ensuring Construction Contractor compliance with the Construction Contract Documents. As such, the Engineer will administer the Construction Contract and will formally certify that the Construction Contract has been completed in conformance with the Construction Contract Documents as prepared by the Engineer.
- (2) Coordinate, schedule, and administer the pre-work conference(s) for the Construction Contract. This will include scheduling and coordination with the Construction Contractor, the Trust, other City departments and Trusts affected by the project, and all other interested parties such as utility companies, regulatory agencies, testing laboratories, inspection services, etc. The Engineer will prepare the required sign-in sheet and agenda prior to the meeting and will distribute minutes within two (2) calendar days after the meeting. During the pre-work conference(s), the Engineer will discuss:
- a) Overall project intent and included work;
 - b) key items within plans and specifications;
 - c) required shutdowns or outages that will impact service to customers or normal facility operations;
 - d) additional permits necessary for completion of the Construction Contract Documents, including, but not limited to: stormwater permits, work zone permits, building permits, etc.;
 - e) Construction Contractor schedule and milestones;
 - f) material testing laboratory and required test schedule;
 - g) pipeline and/or equipment factory testing and testing after installation including startup procedures;
 - h) SCADA installation requirements, testing and milestones;
 - i) operation and maintenance manuals and equipment warranties;
 - j) processes for claims, submittals and other project documents;
 - k) project acceptance and commissioning;
 - l) Engineer certification of project completion in accordance with the Construction Contract Documents.
- (3) The Engineer will review the Contractor’s Project Schedule submissions for compliance and review revisions monthly, or more frequently as necessary, to determine if the Contractor’s Project Schedule accurately describes the progress of the Work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. If Construction Contractor cannot maintain compliance with the time requirements

specified in the Construction Contract Documents, the Engineer will actively work with the Construction Contractor to develop a recovery Project Schedule that allows for completion of the Construction Contract in accordance with the Construction Contract Documents. Should the Construction Contractor not comply with the schedule recovery requirements, the Engineer will provide recommendations to the Trust on a course of action. Any required notifications to the Construction Contractor will be prepared by the Engineer for Trust execution.

- (4) The Engineer shall coordinate and schedule regular progress meetings necessary for coordination and successful completion of the Construction Contract and shall visit the project site(s) at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer shall prepare agendas and sign-in-sheets two (2) days prior to the progress meeting and shall prepare minutes summarizing the meetings within two (2) calendar days after the progress meeting. The Engineer will further determine if the work is being performed in accordance with the Construction Contract Documents. Unless the Engineer is also providing Inspection Services, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work.
- (5) When the Engineer is not providing Inspection Services, the Engineer shall recommend to the City and the Trust the rejection of work that does not conform to the Construction Contract Documents. At any time during construction, the Engineer may be given the authority by the Trust to require additional inspection or testing of the work. When the Engineer is providing Inspection Services, the requirements for inspection will be pursuant to Task 6 for Inspection Services in this Contract.
- (6) The Engineer shall coordinate and schedule the Pre-Final Inspection for the Construction Contract upon the completion of work by the Construction Contractor in accordance with the Construction Contract Documents. The Engineer shall complete the Pre-Final Inspection with the Construction Contractor and the City's and the Trust's representatives and shall develop a punch list of all identified deficiencies or a Final Inspection Report if no deficiencies are identified. Deficiencies shall be items found to not comply with the Construction Contract Documents. Upon completion of the punch list items, the Engineer shall verify the completion of the punch list items and will then coordinate and schedule the Final Inspection with the Construction Contractor and the City's and the Trust's representatives. The Engineer shall then submit to the Trust a Certificate of Completion wherein it is stated that all work performed by the Construction Contractor was completed in accordance with the Construction Contract Documents.

- (7) During the course of construction, the Engineer shall review and approve all warranties and guarantees submitted by the Construction Contractor. The Engineer shall then present the approved warranties and guarantees to the Trust for execution.
- (8) The Engineer shall recommend to the Trust to beneficially occupy or begin operation and use of the facilities when the Construction Contractor has sufficiently completed work in accordance with the Construction Contract Documents as necessary to maintain continuous operations or service.

E. As-Built Drawing Services - Task 5

- (1) Upon termination or completion of this Contract, the Engineer shall, at its expense, correct the original drawings, show all as-built changes based on information from as-built field surveys, reflecting the actual construction of the project and shall furnish the Trust, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
- (2) Upon termination or completion of this Contract, the Engineer shall also furnish the Trust, without cost to the Trust, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Engineer shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
- (3) The Engineer shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the Engineer shall provide to the Trust an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the project.

E. Provide Inspection Services – Task 6

- (1) The Engineer shall provide a qualified Inspector to perform the work identified within this task.
- (2) Prior to the advertisement for bids, prepare and submit to the Trust, for review and acceptance, a résumé showing the Inspector's experience and qualifications for this project. However, the Trust, through their review and acceptance, does not take any responsibility or liability for the Inspector or their work.

- (3) The Inspector will attend all pre-bid and pre-work conferences.
- (4) The Inspector shall perform inspection of all work under the Construction Contract.
- (5) The Inspector shall perform inspection of all materials received at the construction site and shall ensure that their storage is in accordance with all Construction Contract Requirements, manufacturer requirements and/or material labels.
- (6) Should work-in-progress or completed work be identified to not meet the requirements of the Construction Contract Documents, the Inspector shall immediately notify the Construction Contractor, the Engineer, and the City and the Trust if the Inspector believes the work does not conform to the Contract Documents.
- (7) The Inspector shall attend all project site meetings and shall report to the Engineer and the City and the Trust all issues concerning progress, quality assurance, quality control and dispute resolution.
- (8) The Inspector shall maintain at a readily available location, a copy of all Construction Contract documents and other pertinent documents in an orderly manner including a current set of construction documents annotated to include all Construction Contract related changes and clarifications. The documents shall include, but not limited to, Construction Contract Documents, Requests for Information (RFIs) and the subsequent response to the RFI, Discrepancy and Nonconformance Reports, supplemental drawings, Engineer approved shop drawings, submittals, samples, and color schedules, correspondence, accepted schedules, construction change orders, amendments, logs, meeting minutes and a Construction Contractor directory.
- (9) The Inspector shall prepare and submit a Daily Inspection Report to the Engineer, the City and the Trust and the Construction Contractor.
- (10) The Inspector shall maintain all shop drawings, project data, or samples in an easily retrievable filing system.
- (11) The Inspector shall maintain a daily log book or diary, recording all pertinent inspections, including but not limited to:
 - a. Inspector's time and activities;
 - b. weather conditions at the site;

- c. the nature and location of work being performed by the Construction Contractor;
 - d. identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such inspections;
 - e. identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
 - f. copies of all reports made to the Construction Contractor of nonconforming work;
 - g. description of all disputes among the Construction Contractor, Subcontractors and Suppliers; and
 - h. description of how each dispute or nonconforming work is resolved.
- (12) The Inspector shall be present at the construction site while any critical installations and/or necessary testing will be required, is proceeding and shall provide inspection of the quality of construction on a regular and consistent manner. The Inspector will have authority to act on behalf of the Trust only to the extent provided by this Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with Construction Contract Documents.
- (13) The Inspector shall pre-review the Contractor's pay application to reconcile pay quantities, review and sign the time of completion report, and initial the pay application.
- (14) The Inspector may NOT (unless authorized by the Trust):
- a. authorize deviations from the Construction Contract Documents.
 - b. conduct or participate in tests or third-party inspections.
 - c. assume any of the responsibilities of the Construction Contractor, subcontractors or suppliers.
 - d. expedite the work for the Construction Contractor.
 - e. advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
 - f. authorize the Trust to beneficially occupy or begin operation and use of the facilities in whole or part.
 - g. reject work or require special inspection or testing.
 - h. order the Construction Contractor to stop the work or any portion thereof.

- (15) The discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyls (PCBs), lead, or other toxic substances is not the responsibility of the Inspector. If the Inspector has actual notice of such hazardous materials, he/she shall notify the City and the Trust immediately of its discovery.
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 Trust unless such work or service is first approved in writing by the Trust.
4. **Additional Services.** (by possible future amendment)
5. **Compensation.** The Engineer will be compensated at the following hourly rates for services performed under this Contract.

Position	Rate
Principal	\$290
Senior Engineer/Project Manager	\$260
Project Engineer	\$200
Engineer Designer	\$160
Engineer In Training	\$150
Administration	\$79
Senior Inspector	\$160
Field Inspector	\$140

However, the aggregate total compensation for all services under this Contract shall not exceed a total fee of \$350,840.00, which includes: for Basic Services an amount not to exceed Basic Services Fee an amount not to exceed \$350,840.00, as specifically set forth in Exhibit B, attached hereto and incorporated herein. The Engineer shall submit invoices, accompanied by detailed description of the total services provided to the Trust, not more than once per month.

6. **Payments.**
- A. Payment of claims for incremental services completed on each task may be submitted. Invoices for the amount and value of the services performed by the Engineer shall be submitted monthly to the Trust and shall meet the standards of quality as established under this Contract. Invoices will include the percentage of services completed for each task. Payment will be made based on the percentage of the task fee completed. The Trust agrees to pay the Engineer, as compensation for such engineering services completed as listed herein in an amount equal to the billing rates shown in the Compensation paragraph.. The invoices shall be prepared and submitted by the Engineer and be accompanied by a status report identifying

the task components, effort accomplished during the time period, and the percentage of completion thereof to the Trust. Payment of any invoice for any services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the Trust or any obligation of the Engineer should it be determined later that said 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 by the Engineer for the normal structural, electrical or mechanical engineering services shall be billed to the Trust by the Engineer at the actual cost thereof.

- B. The Engineer shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the Trust for compensation and payment. The Trust will review the invoice and claim voucher for payment. Should the Trust question or request additional documentation or disapprove all or a portion of any invoice, the Engineer will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.
 - C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
7. **Indemnity.** The Engineer will not be required to indemnify, insure, defend or hold harmless the Trust against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the Trust or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer must indemnify the Trust against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

8. **Insurance.** Prior to approval of this Contract, the Engineer shall obtain insurance coverage as provided below. The Engineer 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 Trust on a timely basis if requested by the General Manager. The Engineer will provide the Certificate(s) of Insurance to the Trust with the executed Contract (Contract will not be processed for approval without the contract-required verification of insurance indicated on the Certificate(s) of Insurance). Certificate(s) of Insurance must be insurance industry standard forms, such as ACORD.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the Trust. 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 of Oklahoma City and the Oklahoma City Water Utilities Trust are named additional insureds without reservation or restriction.

All insurance coverage of the Engineer shall be primary to any insurance or self-insurance program carried by the City or the Trust.

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 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Engineer is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Engineer's deductible is higher than declared, then the Trust 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 Engineer's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the Trust. Such coverage and limits are not designed as a recommended insurance program for the Engineer. The Engineer alone shall be responsible for the sufficiency of its own insurance program. Should the Engineer have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer. 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 Engineer 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 Engineer 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, the Trust, 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 Engineer 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 Engineer 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 Trust.

D. Certificates. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by the Trust 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 Engineer authorizes the Trust, The City and its participating trusts to confirm all information so furnished as to the Engineer's compliance with its bonds and insurance requirements with the Engineer'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 Engineer 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 Trust, 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 Trust, the City and its participating trusts. The Trust, 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 below the aggregate limit required to this contract, the Engineer shall immediately notify the Trust and the Engineer shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the General Manager request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit below the aggregate limit required by this contract, the Engineer hereby agrees to promptly authorize and have delivered to the General Manager and the Trust.

The Engineer must carry and maintain the contract-required insurance coverages and may not cancel, fail to be renewed, nor decrease their limits without thirty (30) days written notice to the General Manager and the Trust. In the event that a contract-required insurance coverage (policy) is canceled by the Engineer's insurance company and through no fault of the Engineer, the Engineer must immediately provide written notice to the General Manager and the Trust and immediately provide properly executed Certificate(s) of Insurance evidencing coverage (policy) replacement of the canceled coverage(s). The Certificate(s) of Insurance must specifically indicate (in the remarks section of the form or elsewhere) the project number and project description. An authorized representative of the insurance companies listed on the Certificate(s) of Insurance must sign the Certificate(s).

- 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 Trust. The Engineer shall maintain in full force in effect the required professional liability insurance stated above 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 Trust.

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

- G. The Engineer and its insurer will not be required to indemnify, insure, defend or

hold harmless the Trust against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the Trust or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer and its insurer must indemnify the Trust against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

9. **Termination for Convenience.** The Trust may terminate this Contract (with or without cause), in whole or in part, for the Trust's convenience. The Trust may terminate by delivery of a notice to the Engineer, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Engineer shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the Trust 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 the convenience by the Trust, the Trust shall pay the Engineer for all 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 the not to exceed amounts set out in this Contract.

The rights and remedies of the Trust provided in this paragraph are 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.

10. **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 Trust:
Oklahoma City Water Utilities Trust
420 West Main Street, Suite 500
Oklahoma City, Oklahoma 73102
Attn: Chris Browning, Director/General Manager
Phone Number: (405) 297-2822

To the Engineer:

Kimley-Horn and Associates, Inc.
4727 Gaillardia Parkway, Suite 250
Oklahoma City, Oklahoma 73142
Attn: James Bryan, P.E.
Phone Number: (405) 653-9626

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.

11. **Stop Work**. Upon notice to the Engineer, the Trust may issue a stop notice to proceed suspending the performance of work and/or services under this Contract. The stop notice to proceed shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract.
12. **Compliance with Laws, Ordinances, Specifications and Regulations**. The Engineer shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the services provided by this Contract.
13. **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 Trust, or until the final resolution of any outstanding disputes between the Trust and the Engineer or the contractor(s) on the project, the Engineer 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 Trust 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 Engineer must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Engineer shall permit periodic audits by the Trust and the Trust'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 Trust and Engineer. Agreement as to the time and place for audits may not be unreasonably withheld.
14. **Reporting to the Trust**. The Engineer shall report to the Trust on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion**. The Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract. The Engineer 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 Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of

this Contract. In addition, the Engineer must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.

16. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any services performed by the Engineer's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Engineer to require all employees, sub-consultants, or subcontractors engaged by the Engineer to advise the Trust of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Engineer will also notify the Trust of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the Trust may be cause for rejection of the Bid in question and/or cancellation of this Contract.
17. **Notices to Proceed.** The Engineer shall proceed with the provision of services for this Contract upon receipt of notices to proceed from the General Manager or his designee. The Engineer shall complete and submit the Final Plan Services - Task 2 within 77 calendar days from the date of the notice to proceed, from September 8, 2022. If the Engineer cannot perform the services within the time provided, and upon the submission by the Engineer of a request in writing to the Trust, indicating the length of extension required to perform a task, the General Manager may grant at his or her sole discretion a reasonable extension of time. The request from the Engineer shall state the reason for the extension request, along with evidence showing that the Engineer is unable to complete this services in the time specified in the notice to proceed for reasons beyond its control. The Engineer is prohibited from claiming damages for delays and extensions of time.
18. **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 Trust and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Engineer. Reuse of said documents by the Trust shall be at the Trust's risk and responsibility and not that of the Engineer. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Engineer shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Engineer.
19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations ("FAR"), the American Institute of Architects ("AIA") or any other publication, are not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.

20. **Standard of Care.** In providing the services herein, the Engineer shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such services. The Engineer agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Engineer.
21. **Estimated Construction Cost.** If the lowest and best bid proposed in response to the Notice to Bidders for construction of the project, in accordance with the Bidding Documents provided by the Engineer, exceeds the Estimated Construction Cost or funds available for this project, the Engineer, at no increase or additional cost to the Trust shall redesign the project and redraft the Bidding Documents so that the construction Bids pursuant to a subsequent solicitation come within the Estimated Construction Cost.
22. **Design Corrections.** The Engineer agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Engineer, at no cost to the Trust. The Engineer further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Engineer is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the Trust upon its review or inspection, nor is the Engineer relieved from liability for the Trust's lack of review or inspection of said documents.
23. **Backup Required.** In accordance with good engineering practices, the Engineer 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 Engineer must timely recreate all data within the original time frame of this Contract at its sole cost. No extensions or additional time will be granted the Engineer for loss of data. No additional payment or reimbursement will be made to the Engineer for loss of data. The Engineer 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.
24. **Notice of Design Limitations.** The Engineer will immediately advise the Trust at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
25. **Sub-consultants.** The Engineer agrees to submit for approval by the Trust, prior to their engagement, a list of any sub-consultants or subcontractors the Engineer intends to engage to perform services related to this Contract. Such approval will not be unreasonably

withheld. The Engineer shall notify the Trust and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.

26. **Nondiscrimination**. In connection with the performance of services under this Contract, the Engineer agrees as follows:
- A. The Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, gender, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Engineer 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, gender, 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 Engineer shall agree to post, in conspicuous places, Exhibit D.
 - B. In the event of the Engineer's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Trust. The Trust may declare the Engineer ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Engineer.
 - C. The Engineer agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Engineer shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
27. **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 Engineer to provide professional and personal services to the Trust, the parties agree that the Engineer may not assign its obligations, rights, or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.
28. **Termination for Default**. The Trust may cancel this Contract (with or without cause), in whole or in part, for failure of the Engineer to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) calendar days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) calendar 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. Upon termination for cause by the Trust, the Trust shall pay the

Engineer for all work and services rendered, up to the time of the effective date of termination.

- B. If this Contract is terminated by reason of a default of the Engineer prior to the completion of this project, regardless of the reason for said termination, the Engineer, upon request of the General Manager, shall immediately assign to the Trust any agreements relative to this project entered into between the Engineer and its subcontractors and sub-consultants, as the Trust General Manager may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those agreements assigned to and accepted by the Trust, the Trust 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 Engineer from and after the date of such assignment to and acceptance by the Trust. 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 Trust shall constitute a debt between the Engineer and the affected subcontractors or sub-consultants, and the Trust shall in no way be deemed liable for such sums. The Engineer shall include this provision and the Trust's rights and obligations hereunder in all agreements entered into with the Engineer'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.
- 29. **Time Is of the Essence.** Both the Trust and the Engineer expressly agree that time is of the essence with respect to this Contract, and the time for performance of all services and each task established by the notices to proceed shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Trust to timely object to the time of performance shall not waive any right of the Trust to object at a later time.
 - 30. **No Damage for Delay.** No payment, compensation, or adjustment of any kind (other than an approved extension of time) shall be made to the Engineer for damages because of hindrances or delays from any cause in the progress of the services, whether such hindrances or delays be avoidable or unavoidable. The Engineer agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
 - 31. **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.
 - 32. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Trust and the Engineer concerning the Contract. Neither the Trust nor the Engineer 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.

33. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the Trust and the Engineer. In the event the Engineer's Basic Services are increased or changed so as to materially increase the need for engineering services in excess of the not to exceed total compensation, the Engineer may seek to amend this Contract.
34. **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.
35. **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.
36. **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.
37. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
38. **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.
39. **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.
40. **Effective Date.** The effective date of this Contract shall be September 8, 2022.
41. **Local Business Utilization Report.** On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and disadvantaged local business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on Trust projects.

The Engineer agrees to submit a Local Business Utilization ("LBU") Report to the City within fourteen (14) days of the issuance of the Notice to Proceed, to include the following information:

- A. a list identifying each of its subconsultants or subcontractors;
- B. the location of the principal place of business of each subconsultant or subcontractor;
- C. the status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
- D. the general scope of work to be performed by each subconsultant or subcontractor; and
- E. the dollar amount of each subcontract.

The Engineer further agrees to submit to the Trust a monthly report identifying the amount of payments made to each subconsultant or subcontractor for the preceding month on a form provided by the Trust.

42. **Crime Prevention through Environmental Design** The Crime Prevention through Environmental Design (CPTED) concept suggests that natural surveillance, natural access control, and territoriality can be effectively applied to a project and its surrounding environment to provide safety for users. A CPTED design can also promote community confidence and improve natural surveillance methods to reduce/prevent common crime and vandalism.

The Engineer should implement the concepts of CPTED, where appropriate, to reduce the real and perceived areas of potential problems during the project design.

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IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer
this 14 day of October, 20 22.

**KIMLEY-HORN AND
ASSOCIATES, INC.**

Aaron K. Rader

Vice President

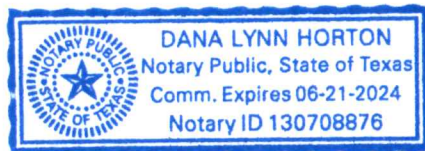
ATTEST:

STATE OF TEXAS)
)
COUNTY OF TARRANT) SS

This instrument was acknowledged before me on this 14 day October, 20 22
by Aaron K. Rader, as VICE PRESIDENT of Kimley-Horn and Associates, Inc.
My Commission Expires/My Commission Number:

06-21-2024 / 130708876
(Seal)

[Signature]
Notary Public



IN WITNESS WHEREOF, this Contract was approved and executed by General Manager on behalf of the Oklahoma City Water Utilities Trust this 17th day of OCTOBER, 2022.

OKLAHOMA CITY WATER
UTILITIES TRUST

Chris Browning
General Manager

IN WITNESS WHEREOF, this Contract was ratified and executed by the Oklahoma City Water Utilities Trust this 8th day of November, 2022.

THE OKLAHOMA CITY WATER
UTILITIES TRUST

ATTEST:

Amy K. Simpson
Secretary

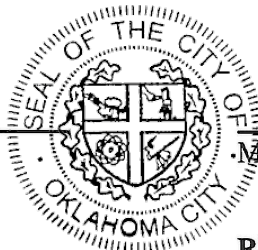


Jim O'Connell
Chairman

CONCURRED by the City of Oklahoma City this 22nd day of November, 2022.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Danica Mann
Assistant Municipal Counselor

**EXHIBIT A
SCOPE OF SERVICES
PROJECT NO. SE-0047
EMERGENCY SANITARY SEWER IMPROVEMENTS**

PROJECT DESCRIPTION

The Project will provide emergency engineering services for replacement of an existing 21-inch sanitary sewer line in Western Avenue, from south of Main Street to NW 4th Street, and an existing 10-inch sanitary sewer main from Western Avenue to Francis Avenue.

SCOPE OF SERVICES

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

Task 1 - Preliminary Report Services: Not used.

Task 2 - Final Plan Services

Engineer shall provide Final Plan Services in accordance with Task 2 of the Basic Services and as supplemented herein.

A. Project Management and Progress Reporting:

1. The ENGINEER shall provide project management and progress reporting functions required to successfully complete Tasks 2 and 3.
2. Monthly Progress Reporting: The ENGINEER shall prepare and submit to TRUST monthly invoice packets including the following:
 - a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percent complete for each major subtask, planned activities for the upcoming month, information requests, action items required to be addressed by the TRUST, schedule status with any applicable delays, and a list of potential scope adjustments.
 - b. Monthly invoice.
 - c. Updated project schedule.
3. Progress Meetings:
 - a. ENGINEER shall conduct weekly progress status meetings with the TRUST. The meetings shall cover the following items at a minimum:
 - i. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and corrective actions.
 - ii. Discuss project issues, coordinate work activities and review work activities planned for the upcoming period. These progress meetings will be in addition to other work product review meetings or workshops with Trust as identified herein. The Engineer will prepare an agenda for each meeting.
 - iii. ENGINEER shall distribute meeting minutes within seven (7) calendar days of

the meeting.

4. Quality Assurance and Quality Control: The design documents shall be reviewed by ENGINEER's technical advisors and/or senior technical staff for quality assurance and quality control (QA/QC) purposes prior to delivery to the TRUST.
 - a. ENGINEER shall develop and implement a QA/QC plan and submit the QA/QC plan to the TRUST for review.
 - b. ENGINEER QA/QC reviews of each deliverable shall be completed prior to submitting to the TRUST for review. A concurrent QA/QC review with the TRUST shall not be permitted without prior written approval from the TRUST.
 - c. Results of the reviews shall be maintained by the ENGINEER in its records files until completion of the PROJECT. The results of the QA/QC review shall be incorporated into the Final Design Documents.
5. Schedule: ENGINEER shall provide a detailed schedule for execution of the project.
 - a. Schedule shall include tentative dates for major review meetings.
 - b. Schedule shall be updated weekly based on progress.
6. Provide project design information and coordinate with other consultants contracted by the TRUST pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other's improvements throughout the duration of the project.

B. Sanitary Sewer Design

1. ENGINEER shall progress the sanitary sewer design from 0% to 100% with three in-process design review meetings between TRUST and ENGINEER at 30%, 60%, and 100% design stages.
2. Design Survey:
 - a. ENGINEER shall provide site surveying services including topographical and existing utility location information for the project areas required for the preparation of construction drawings and specifications.
 - i. Locations of utilities as provided by TRUST staff shall be deemed "for informational purposes only." ENGINEER is responsible for determining locations and depths of TRUST-provided information.
 - ii. Existing improvements and physical features will be located and identified. ENGINEER shall positively identify each aboveground and underground utility that may be impacted as to its horizontal location.
 - iii. At a minimum, a Utility Quality Level C subsurface investigation as defined in CI/ASCE 38-02 will be completed.
 - iv. Survey shall be sufficient for preparation of plan and profile sheets for pipelines.
 - v. Stake all geotechnical borings and survey all completed borings.
 - vi. Horizontal and vertical control will be referenced to the City of Oklahoma Control Network which is based on Oklahoma State Plane Coordinate System and NAVD 88, respectively.
 - vii. Provide survey in a native and PDF format to the TRUST.
 - viii. Survey along the recommended alignment of the proposed gravity and pressure pipelines within a 50-foot-wide corridor minimum. In existing rights-of-way, the survey shall include the full extents of the right-of-way corridor (less or greater than 50 feet).

- ix. Set horizontal and vertical controls at spacing no greater than 500 feet apart, with line of sight between each successive set control point.
 - x. Establish a minimum of two benchmarks.
 - xi. Identify all existing benchmarks, temporary benchmarks, pk nails, etc.
 - xii. Create a topographical drawing with 1-foot contour intervals. The survey should include overhead and known buried utilities as well as trees, structures, roads (including material), top and toe of retaining walls, and other significant features that may impact the design of the street repair or Project.
 - xiii. All trees larger than 6-inch in diameter within the proposed easement or right-of-way shall be identified with individual tree symbol and text with description of the tree and diameter.
 - xiv. Locate sufficient property corners and/or section, half-section, and quarter-section corners to establish platted property, unplatted property, and right-of-way crossed by existing and proposed sanitary sewer and water lines. Locate existing property fences for correlation to the property corners.
3. Geotechnical Services
- a. ENGINEER shall provide, through a subcontract, a geotechnical report evaluating the soil conditions within the project limits. The report at a minimum shall contain the following items:
 - i. Final laboratory results.
 - ii. Foundation design recommendations including bearing pressure, type of foundations (slabs on grade, shallow spread footings, or deep foundations). If deep foundations are required, then recommendations for design will be included.
 - iii. Anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.
 - iv. Recommendations for safe slopes for any permanent cuts or fills.
 - v. Recommendations for lateral earth pressures for design of subgrade structures or retaining walls.
 - vi. Seismic design considerations; building code site seismic parameters or other building code requirements.
 - vii. Recommendations on backfill materials including onsite availability, recommended index properties, grain size distributions, and moisture and density compaction criteria.
 - viii. Compaction characteristics and suitability of onsite soils for use as engineered site fills, structural backfill, and other pertinent earth work recommendations, including shrinkage factors.
 - ix. The influence of expansive soils, if encountered, on foundation design.
 - x. Recommended CBR (California Bearing Ratio) or R value to be used in the design of any pavement systems.
 - xi. Constructability considerations, including temporary excavation slopes, excavation support, trafficability, excavatability, possibility of heave of excavation bottoms, and applicable dewatering problems and methods. Discussion of constructability shall include lateral earth pressures for design of excavation support systems.

- xii. Groundwater elevations and their effect upon the proposed design and construction, together with a discussion of underdrain requirements and/or recommendations for resistance to uplift pressures. A design groundwater table should be recommended for buoyancy and lateral earth pressure considerations.
 - xiii. Recommended corrosion protection for construction materials if corrosive soils are encountered.
 - xiv. Any other geological or geotechnical recommendations considered by the Consultant to be pertinent to the project.
 - b. Final geotechnical report to be signed and sealed by an engineer licensed in the State of Oklahoma.
 - c. Final geotechnical report to be provided to bidders as part of the bid process.
 - d. Deliverable:
 - i. Submit final geotechnical report to the TRUST in PDF format.
- 4. Plans:
 - a. Cover sheet
 - b. Sheet Index
 - c. Legend and symbols sheet(s)
 - d. Pay Quantities and Notes
 - e. General Notes
 - f. Plan and profile sheet(s) for pipelines.
 - g. Plan sheets(s) for trenchless construction areas
 - h. Stormwater Management and Erosion Control sheet(s)
 - i. Civil detail sheet(s)
- 5. Specifications:
 - a. TRUST will provide Division 0 specifications.
 - b. ENGINEER will provide Division 1 specifications and additional technical specifications for materials and installation of proposed facilities not covered by the TRUST's standard specifications.
- 6. Special coordination needs
- 7. Regulatory and code requirements
- 8. Constructability and construction phasing analysis and recommendations for implementation Construction schedule
- 9. Opinion of Probable Construction Cost (OPCC).
 - a. All opinions of probable construction costs (OPCC) developed shall follow the recommendations of the Association of Advancement of Cost Engineering (AACE) International Recommendation Practice No. 18R with regard to methodology and accuracy.
 - b. ENGINEER shall provide a summary and detailed reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project
- 10. Quality Control Testing and Inspection Schedule for the estimated materials tests, test analyses, and inspections, including special inspections, required for compliance with the Construction Contract Documents during construction.
- 11. In-Process Review Meetings: ENGINEER shall conduct in-process review meetings between TRUST's Project Team and ENGINEER at 30%, 60%, and 100% design stages.
 - a. Prepare and submit an agenda two (2) business days prior to the review meeting.

- b. Prepare and submit meeting minutes to the TRUST for review and comment within seven (7) calendar days of the meeting.
 - c. ENGINEER shall provide an OPCC at the 30% and 100% review meetings
 - d. ENGINEER shall incorporate TRUST review comments into the design after each meeting.
- 12. Public Works Review Submittal:
 - a. Due to the emergency nature, no Public Works Review Submittal will be provided for this project.
- 13. Pipe Procurement Assistance
 - a. Some pipe materials will be pre-purchased for this project.
 - b. ENGINEER will assist the TRUST with pipe procurement by providing pipe material specifications and quantities following the 30% in-process design review meeting.
- C. Permitting**
 - 1. ENGINEER shall provide services for the identification of and submittal preparation of applicable permits.
 - a. Provide assistance to TRUST in obtaining permits from federal, state, and local agencies.
 - b. Submit the required sets of documents for review and approval.
 - c. Provide formal responses to any comments received and incorporate revisions into the Construction Contract Documents.
 - d. Provide in the Construction Contract Documents a list of permits which must be obtained by the CONTRACTOR.
 - 2. The following permits are anticipated:
 - a. Union Pacific Railroad utility crossing permit
 - 3. TRUST shall pay all applicable permit fees.

Task 3 - Bidding Services

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

A. Bid Review:

- 1. ENGINEER will review bids for completeness, conformance with the Bid Documents, and coordinate as required to resolve any clarifications.

B. Conformed Drawings and Specifications:

- 1. Following the bid opening and award of Bid, revise the Drawings and Specifications to incorporate changes made during the Bidding Phase by addendum to present a unified set of documents for use during the construction process. A copy of all addenda shall be placed at the front of the Conformed Specifications.
- 2. Deliverable:
 - a. Electronic: Provide in PDF format.
 - b. Hard Copy – TRUST:
 - i. Provide one (1) full-scale set of Conformed Drawings.
 - ii. Provide two (2) half-scale sets of Conformed Drawings.
 - iii. Provide two (2) copies of the Conformed Specifications.
 - c. Hard Copy – CONTRACTOR:

- i. Provide two (2) full-size set of Conformed Drawings.
- ii. Provide two (2) copies of the Conformed Specifications.

Task 4 - Construction Administration Services

Engineer shall provide Construction Administration Services in accordance with Task 4 of the Basic Services and as supplemented herein.

A. Project Management and Progress Reporting:

1. The ENGINEER shall provide project management and progress reporting functions required to successfully complete Tasks 4 - 6.
2. Monthly Progress Reporting: The ENGINEER shall prepare and submit to TRUST monthly invoice packets including the following:
 - a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percent complete for each major subtask, planned activities for the upcoming month, information requests, action items required to be addressed by the TRUST, schedule status with any applicable delays, and a list of potential scope adjustments.
 - b. Monthly invoice.
 - c. Updated project schedule.
3. Potential Scope Adjustment Register: The ENGINEER shall maintain a potential scope adjustment (PSA) register. In the event there is consideration given for changes to the Project's scope of work, ENGINEER will develop and present PSAs with the next monthly invoice transmittal.
 - a. ENGINEER shall itemize the potential changes detailing the anticipated cost impact to the ENGINEER's contract and the Project's construction cost.
 - b. ENGINEER shall detail impacts, if any, to the project schedule.
4. Initial CONTRACTOR Submittals
 - a. ENGINEER shall complete reviews of the following initial submittals from the CONTRACTOR:
 - i. Construction schedule
 - ii. Schedule of values and estimated monthly payments
 - iii. Schedule of submittals.
5. Construction Schedule Review
 - a. ENGINEER shall review monthly construction schedule updates submitted by the CONTRACTOR and advise TRUST of general progress and delays.
 - b. ENGINEER shall inform CONTRACTOR of delays and request a corrective action plan and recovery schedule from the CONTRACTOR.

B. Pre-Work Conference

1. ENGINEER shall submit draft pre-work conference agenda to TRUST for review seven (7) days prior to the pre-work conference.
2. ENGINEER shall distribute Conformed Documents to all parties at the pre-work conference.

C. Meetings and Site Visits

1. Construction Progress Meetings
 - a. ENGINEER shall coordinate and facilitate monthly progress meetings during

- construction.
- b. ENGINEER shall provide updated logs to the TRUST prior to the meeting.
- 2. Special On-site Meetings
 - a. ENGINEER shall attend special on-site meetings (not conducted on the same day as the regularly scheduled meetings) at the request of the TRUST to discuss and assist in resolving construction issues.
 - b. The intent of these meetings is to expedite the submittal review process, resolve change orders, requests of information, and other issues that arise during construction.
- 3. Site Visits
 - a. ENGINEER shall make visits to the project sites at intervals appropriate to the various stages of construction, as the ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress of the CONTRACTOR's executed Work.
 - b. The intent of these visits is to complete spot checking of the CONTRACTOR's work, selective sampling, and similar methods of general observation of the Work based on the Engineer's exercise of professional judgement.
 - c. ENGINEER shall document site visits and submit a report to the TRUST within seven (7) calendar days of each site visit unless complete in conjunction with a monthly progress meeting.
 - d. These visits are in addition to inspection visits completed under Task 6 – Inspection Services.
 - e. Defective Work: ENGINEER shall notify the TRUST and CONTRACTOR if, on the basis of the ENGINEER's observations, the ENGINEER believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as functioning whole as indicated by the Construction Contract Documents.

D. Submittals

- 1. ENGINEER shall maintain and update a submittals log documenting the following items:
 - a. Submittal name and number
 - b. Date submitted by the CONTRACTOR
 - c. Date the submittal was returned to the CONTRACTOR
 - d. Submittal disposition (e.g., No Exceptions Noted, Revise and Resubmit, Rejected, etc.)
- 2. ENGINEER shall submit an updated log to the TRUST and CONTRACTOR prior to every construction progress meeting.
- 3. ENGINEER shall complete submittal reviews within fourteen (14) calendar days of receipt from CONTRACTOR.
- 4. Review of submittals includes all Operation and Maintenance (O&M) manuals submitted by the CONTRACTOR as required by the Construction Contract Documents.

E. Requests for Information, Design Change Memoranda, and Change Orders

- 1. Requests for Information (RFI))

- a. ENGINEER shall be responsible for generating and preparing responses to all RFIs which includes requests for substitution and/or "or-equal".
 - b. ENGINEER shall maintain and update an RFI log documenting the following items:
 - i. RFI number and name
 - ii. Date submitted by the CONTRACTOR
 - iii. Date response was returned to the CONTRACTOR
 - iv. Brief description of the response
 - c. ENGINEER shall submit an updated log to the TRUST and CONTRACTOR prior to every construction progress meeting.
2. Design Change Memoranda
- a. Design Change Memoranda (DCM's) shall be initiated by the Engineer when questions and concerns arise that cannot be resolved through a close and thorough examination of the Contract Document, or for which an interpretation may result in a material change in the design or operational intent of the facility. DCM's shall include sketches and drawing/specification revisions.
3. Change Orders
- a. ENGINEER shall review Potential Change Order (PCO) submissions by the CONTRACTOR and make recommendations to the TRUST regarding the acceptance or rejection of the project change. The includes requests for additional time and/or money from the CONTRACTOR.
 - b. ENGINEER shall prepare change order requests to the CONTRACTOR for proposed changes. Change orders, including modified and/or additional drawings, specifications, and other exhibits shall be prepared to define the scope and extent of the change and to solicit a price proposal from the CONTRACTOR to complete the Work.
 - c. CO and PCO Log:
 - i. ENGINEER shall maintain and update a CO and PCO log.
 - ii. ENGINEER shall submit an updated log to the TRUST and CONTRACTOR prior to every construction progress meeting.

F. Quality Control Testing and Special Inspection Coordination and Review

- 1. Quality Control Testing:
 - a. ENGINEER shall coordinate the quality control sampling, testing, and inspections required by the Construction Contract Documents with the TRUST selected testing firm.
 - b. ENGINEER shall review all tests and reports for conformance with the Construction Contract Documents.
 - c. ENGINEER shall notify the CONTRACTOR and TRUST of deficiencies in materials or testing.
 - d. ENGINEER shall review testing claims to ensure the TRUST does not pay for re-testing that is due to the CONTRACTOR.

G. Monthly Payment Request Reviews:

- 1. ENGINEER shall review monthly progress payment requests from the CONTRACTOR and make recommendations to the TRUST for payment.
- 2. The review shall include assessment of materials and/or equipment stored on-site or off-

site in approved and bonded warehouse and for which the CONTRACTOR is requesting payment for stored materials.

H. Testing Support:

1. ENGINEER shall review the CONTRACTOR's proposed testing plan for compliance with the Construction Contract Documents.
2. ENGINEER shall review testing reports from the CONTRACTOR, including subcontractors and manufacturers, for compliance with the Construction Contract Documents.

I. Project Closeout:

1. ENGINEER shall review CCTV documentation required by the Construction Contract provided by the CONTRACTOR prior to the Final Inspection meeting and include deficiencies on the punch list submitted to the CONTRACTOR.
2. ENGINEER shall provide record copies of the following at project closeout:
 - a. Submittals: electronic format of final versions.
 - b. O&M Manuals:
 - i. Provide final versions in PDF format.
 - ii. Coordinate transmittal of CONTRACTOR-provided hard copies to the TRUST.
 - c. Warranties: electronic format.
 - d. RFIs: electronic format.
 - e. DCMs: electronic format.
 - f. Meeting Minutes: electronic format.
 - g. Inspection Reports provided under Task 6: electronic format.
 - h. Construction Progress Photographs: electronic format.
 - i. Site Visit Reports: electronic format.
 - j. Testing Reports: electronic format.
 - k. Quality Control Testing Reports: electronic format.
 - l. COs and PCOs: electronic format.
 - m. As-Built Drawings: as required by Task 5.
3. Electronic documents shall be provided via a portable hard drive or flash drive unless otherwise approved by the TRUST. Files shall be organized in folders by type of document.

J. Assumptions:

1. Construction duration of no more than 180 calendar days.
2. Payment of material testing is not the responsibility of the ENGINEER.
3. Payment of special inspections is not the responsibility of the ENGINEER.

Task 5 - As-Built Drawings Services

Engineer shall provide As-Built Services in accordance with Task 5 of the Basic Services and as supplemented herein.

A. General:

1. Corrected Final Plans with any changes based on field surveys that reflect actual construction. Corrections, comments, changes, and any other markings must be highlighted in RED. AutoCAD files are to be tied to Oklahoma State Plane Coordinate

- System and NAVD 88.
2. GPS coordinates from permanent benchmark of installed assets, appurtenances, valves, etc. to be included with As-Built Plans.
 3. AutoCAD .dwg files shall be provided in AutoCAD version 2020 or later.

Task 6 - Project Inspection Services

Engineer shall provide Project Inspection Services in accordance with Task 6 of the Basic Services and as supplemented herein.

A. General:

1. Advise TRUST and CONTRACTOR immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by the ENGINEER and reviewed by the CITY ENGINEER.
2. Monitor changes of apparent integrity of the site, such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed.
3. Observe pertinent site conditions and when the CONTRACTOR maintains that differing subsurface and physical conditions have been encountered and document actual site conditions.
4. Review the CONTRACTOR's construction sequence and traffic control plans for all construction work undertaken simultaneously.
5. Verify that the CONTRACTOR has contacted utilities in the general construction area and advised them of CONTRACTOR's schedule. Assist in the coordinating of utilities activities to minimize conflicts with the TRUST's and CONTRACTOR's activities.
6. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the Construction Contract Documents. These inspections are exclusive of special inspection activities performed by others.
7. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to the ENGINEER, TRUST and CONTRACTOR for review and information.
8. Observe field tests of equipment, structures, and piping, and review the resulting reports.
9. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report them to the ENGINEER and TRUST.
10. Monitor CONTRACTOR progress in relation to the accepted construction schedule and report deficiencies or concerns to the ENGINEER and TRUST.
11. Assist in Pre-Final Inspection, punch list resolution, Final Inspection, and Certificate of Completion, Certificate of Occupancy.
12. Daily Reports:
 - a. Daily reports shall be submitted in PDF format to the ENGINEER and TRUST within 1 business day.
13. Start-up and Testing:
 - a. ENGINEER shall review all test reports.

B. Assumptions:

1. Construction duration of no more than 180 calendar days.
2. 10-20 hours per week depending on activity.
3. Payment of material testing is not the responsibility of the ENGINEER.
4. Payment of special inspections is not the responsibility of the ENGINEER.

Completion Times:

Work Item	Time to Complete	Completion Time from NTP
Task 2 – Sanitary Sewer Design	11 weeks	11 weeks

[The remainder of this page intentionally left blank.]

**EXHIBIT B
COMPENSATION
PROJECT NO. SE-0047
EMERGENCY SANITARY SEWER IMPROVEMENTS**

Under the terms of this Contract, the Engineer agrees to perform the 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 \$350,840 which includes: for Basic Services in an amount not to exceed \$350,840, as specifically set forth in this Exhibit B.

B.I. Basic Services

Compensation for Basic Services may not exceed \$350,840, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its Basic Services.

Task 2 an amount not to exceed:
\$214,310

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

Task 3 an amount not to exceed:
\$11,370

Award of the Construction Contract to the successful bidder.

Task 4 an amount not to exceed:
\$53,720

Upon completion and final acceptance by the Trust of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an amount not to exceed:
\$12,440

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

Task 6 an amount not to exceed:

TS 1/14/19

\$59,000

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

EXHIBIT C
ANTI/NON-COLLUSION AFFIDAVIT
PROJECT NO. SE-0047
EMERGENCY SANITARY SEWER IMPROVEMENTS

State of TEXAS)
County of TARRANT) SS.

The undersigned Engineer, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Engineer; that the Engineer has not, directly or indirectly, entered into any agreement, express or implied, with any other architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the architect/engineers, the parceling or farming out to any architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Engineer further states that the Engineer has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any city official, city employee or city agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Engineer or city official, city employee or city agent concerning the exchange or money or other thing of value for special consideration in the letting of a Contract. The Engineer states that it has not paid, given or donated or agreed to pay, give or donate to any city official, officer or employee of the Trust or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Engineer: Aaron K Rader

Signature of executing individual: Aaron K. Rader

Title: Vice President

4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142

Address of the Engineer
(405) 241-5423

Zip Code

(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 14th day of October,
2022, by AARON K. RADER.

My Commission Expires/Commission Number:

06-21-2024 / 130708876 (Seal)

[Signature]
Notary Public



EXHIBIT D
NONDISCRIMINATION CERTIFICATE
PROJECT NO. SE-0047
EMERGENCY SANITARY SEWER IMPROVEMENTS

State of _____)
County of _____) SS.

In connection with the performance of this Contract, the Engineer agrees as follows:

- A. The Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, gender, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Engineer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, gender, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer and sub-consultants shall agree to post in a conspicuous place, Exhibit D.
- B. In the event of the Engineer's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Trust. The Engineer may be declared, by the Trust, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Engineer and/or sub-consultants.
- C. The Engineer agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Engineer: Aaron K Rader
Signature of executing individual: *Aaron K. Rader*
Title: Vice President

4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142
Address of the Engineer Zip Code
(405) 241-5423
(A.C.) Tel. Number and (FAX No.)

Signed and sworn to before me on this 14th day of October, 2022, by
AARON K. RADER

My Commission Expires/Commission Number:
06-21-2024 / 130708876 (Seal)

[Signature]
Notary Public

TS 1/14/19

Engineering Services Contract Page 43

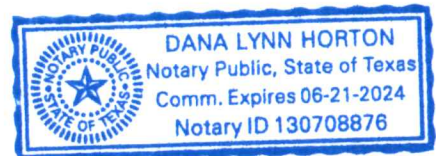


EXHIBIT E

Will add by future amendment if needed.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/14/2022

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 Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Company (U.S.)</td> <td>19489</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E : Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E : Zurich American Insurance Co	16535	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER: 22-23****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"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X		03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<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
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000
E	Valuable Papers			CPP585223109	04/01/2022	04/01/2023	Limit \$500,000

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

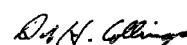
Re: Project #SE-0047 EMERGENCY SANITARY SEWER IMPROVEMENTS. The City of Oklahoma City & The Oklahoma City Water Utilities Trust (OCWUT) are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and
The Oklahoma City Water
Utilities Trust
420 West Main Street, Suite 700
Oklahoma City, OK 73134

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



DESCRIPTIONS (Continued from Page 1)

Certificate Holder is/are included as a Loss Payee where required by written contract. Deductibles: General Liability - \$0; Automobile Liability - \$0; Workers Compensation - \$0; Professional Liability - \$25,000. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. CA4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

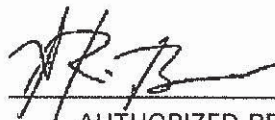
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

policy No. CA4489663 issued to KIMLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

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

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.