

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Contract is made and entered into this 8th day of November, 2022, by and between the Oklahoma City Water Utilities Trust, a municipal trust, herein called "Trust", and CP&Y, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on January 21, 2020 as follows:

Project No. ST-0154
Wastewater Treatment Plants Biosolids and Odor Management; and

WHEREAS, the Trust engaged the Engineer to provide a comprehensive biosolids management and odor control plan at North Canadian, Deer Creek, Chisholm Creek and South Canadian Wastewater Treatment Plants and Witcher Lift Station; and

WHEREAS, subsequent to the execution of the original contract, it has been determined to be in the best interest of the Trust to direct the Engineer to perform an evaluation of available belt filter press technologies to determine the best option for the Deer Creek Wastewater Treatment Plant, prior to proceeding with the final design; and

WHEREAS, the Engineer will also evaluate the electrical systems at North Canadian Wastewater Treatment Plant's dewatering building to identify necessary improvements to eliminate reoccurring computer and electrical component replacement; and

WHEREAS, findings of the evaluations will be incorporated into the Preliminary Report for the project; and

WHEREAS, the original contract must be amended to incorporate the Engineer's scope of work related to these services; and

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

For the original contract:

Not to exceed \$1,230,000 for engineering services

For Amendment No. 1:

TS 1/14/19

Not to exceed \$688,745 for engineering services

Total Amended Contract:

Not to exceed \$1,918,745 for all services (an increase of \$688,745); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

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

Basic Services. The Engineer is hereby engaged and employed by the Trust to perform in accordance with good engineering practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to performing evaluation of the electrical system at NCWWTP and belt filter press technology for DCWWTP, and preparation and submittal of the Preliminary Report); including Exhibit A, and including but not limited to the following:

- II. Amend Paragraph 5. **Compensation**. to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$1,918,745 (an increase of \$688,745), which includes: for Basic Services an amount not to exceed \$1,868,745 (an increase of \$688,745), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$100,000 as specifically set forth in Exhibit E, attached hereto and incorporated herein.

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

Work Orders. The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Preliminary Report - Task 1B within one hundred fifty (150) calendar days of date of written work order from the City Engineer.

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

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

PROJECT DESCRIPTION

The Project will provide engineering services for biosolids and odor control improvements at Deer Creek Wastewater Treatment Plant and North Canadian Wastewater Treatment Plant.

1. The Engineer completed a comprehensive biosolids management and odor control plan at North Canadian, Deer Creek, Chisholm Creek and South Canadian Wastewater Treatment Plants (WWTP) and Witcher Lift Station.
2. The Engineer prepared the Wastewater Treatment Plants Biosolids and Odor Management Assessment Report, which is a master plan level document outlining the proposed improvements. Oklahoma City Water Utilities Trust (OCWUT) received the report on December 2, 2021.
3. The Project shall include the Short-term Phase 1 improvements identified in the ST-0154 Wastewater Treatment Plants Biosolids and Odor Management Assessment Report for Deer Creek WWTP and an additional electrical and ventilation evaluation of the dewatering building at the North Canadian WWTP.
4. The Project will include evaluating and designing to about 30% the following features:
 - a. Replacement of Belt Filter Presses
 - b. Modification of the lime conveyors to reduce dust
 - c. Cake Storage Pad Cover
 - d. EcoSorb System modifications at the Cake Storage Pad
 - e. A new Biological Trickling Filter for the sludge storage tank and dewatering building Hydrogen peroxide dosing system for dewatering
 - f. Sludge holding tank aeration and mixing system.
5. The Project will be designed, bid, and constructed as a single package.

SCOPE OF SERVICES

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

Task 1B - Preliminary Report Services:

The following scope shall constitute Task 1B. The Engineer shall provide Preliminary Report Services in accordance with the Basic Services of this Contract and as listed below. The Preliminary Design phase is the phase in which project processes are designed to a schematic level, process schematic diagrams are developed, major process Piping and Instrumentation Diagrams (P&IDs) are prepared, preliminary site layouts and facility layouts are developed, preliminary gravity and pressure pipeline alignments are determined, surveying is completed, and other services necessary to advance the design to 30% are completed.

A. Project Management and Progress Reporting:

1. The Engineer shall provide project management and progress reporting functions required to successfully complete Task 1B.
2. Monthly Progress Reporting: The Engineer shall prepare and submit to Trust monthly invoice packets including the following:
 - a. A cover letter providing general project status, progress completed during the invoice period for each major subtask, overall percent complete for each major

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

- b. The Engineer and Trust staff roles, including Trust's Project Manager, Wastewater Quality staff, IT/SCADA staff, and Line Maintenance staff, contact information, and communication responsibilities.
 - c. The Engineer's key personnel, assignments, contact information, and communication responsibilities.
 - d. Communication procedures.
 - e. Project budget
 - f. Project schedule.
8. Provide project design information and coordinate with other consultants contracted by the Trust pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other's improvements throughout the duration of the project.

B. Kickoff Meeting:

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

C. Electrical Evaluation at the North Canadian WWTP Dewatering Building

1. The Engineer will evaluate the electrical and ventilation systems of the North Canadian Dewatering Building (Structure 31), which houses the belt filter press system. The evaluation will consist of four (4) phases. Assessment, Evaluation and Electrical Reliability Practices, Recommendations and Implementation Plan, and Assessment Report.
2. Assessment
 - a. Kick-off Meeting and Site Visit- The Engineer will lead a kickoff meeting for this Task to introduce the project team, provide overview of the project scope, present the project work plan, and present the project communication plan. The project team will tour the site and review the condition of the Belt Filter Press electrical and ventilation equipment.
 - b. Data Collection
 - i. Existing Facility Information-The Trust will provide available data necessary to conduct an evaluation of the existing Belt Filter Press electrical and ventilation equipment. Information needed includes electrical building drawings, electrical equipment drawings, manufacturer drawings and installation manual, operational data, equipment failure reports, maintenance logs, and previous electrical studies.
 - ii. Identify and Fill Data Gaps
 1. Power Quality Testing – The Engineer will coordinate and oversee the installation of power quality meters on the two incoming power

- feeds to the Belt Filter Press building. Power quality meters to be provided and installed by a NETA testing firm, and remain installed for 30 days to record voltage, current, frequency, harmonics, total harmonic distortion, power, voltage and current imbalance, and voltage transients. The Engineer to collect and store data to prepare a power quality study and evaluate the incoming power sources to the building.
2. Corrosion Assessment – The Engineer will install corrosion coupons to assess the corrosion rate of electrical equipment and enclosures within the Belt Press Filter Building.
 3. Grounding Testing – The Engineer will coordinate and oversee ground system testing, by a NETA certified testing technician, for the Belt Filter Press Building and associated power distribution equipment. The Engineer will tabulate the resistance readings for the equipment and overall system.
- c. Code Compliance and Condition Assessment-
The Engineer will assess the condition of electrical equipment within the Belt Filter Press Building and review the equipment’s ability to remain in service based on current installation, physical condition of equipment, age, and electrical ratings of equipment. The Engineer will review process area and electrical room for compliance with NFPA 820 and NEC. The Engineer will evaluate the current ventilation rate in the building and assess the area classification based on NFPA 820 and ventilation rates. The Engineer will evaluate the installed HVAC systems and verify adequate air exchanges are provided in all required areas for code compliance
 - d. Safety Assessment - The Engineer will coordinate with a safety agency (UL or AHJ) to perform an independent review of equipment to determine ability for equipment to remain in service. The Engineer will evaluate the installed equipment for compliance with NFPA 70E and electrical safe work practices.
 - e. Needs Assessment Summary-The Engineer will summarize the efforts listed above and provide an understanding of needs to be addressed. The Engineer will present these findings, and coordination priorities moving forward.
3. Evaluation and Electrical Reliability Practices- Engineer will evaluate electrical reliability techniques and define preferred methods for increasing the electrical reliability of the belt filter press system.
 - a. Identify Corrosion mitigation techniques- Engineer will identify and briefly describe technologies and practices for corrosive environments as well as long term corrosion mitigation. This will include HVAC and mechanical systems improvements to control corrosive conditions in the electrical room.
 - b. Identify equipment and technologies required for code compliance-The Engineer will evaluate any deficiencies found during the assessment and identify equipment needed for code compliance and personnel safety including gas monitors, fire alarm systems, and ventilation requirements. Engineer will evaluate existing equipment and proposed equipment for compliance with NFPA 70E and electrical safe work practices.

- c. Evaluate power quality data and identify power quality solutions- Engineer will evaluate the data collected by the power quality meter. Based on the review of the harmonics, voltage transients and surges, and voltage imbalance, the Engineer will identify and briefly describe power quality solutions that could increase reliability of the belt filter press electrical system.
 - d. Evaluate ground system testing and compile results- Engineer will review the ground system testing results and verify the resistance to ground meets specifications of the National Electric Code, manufacturers recommendations, and industry standard practices. The Engineer will report any deficiencies found and recommend solutions.
 - e. Evaluate controls system and identify reliability solutions- Engineer will review the existing control system and identify solutions to increase reliability of the control system such as power filters, surge suppression, individual point fusing, purged panel system, and enclosure ratings.
 - f. Opinion of Probable Project Costs-The Engineer will develop opinion of probably capital costs for each recommended improvement. Capital costs shall be presented in terms of total project cost to include engineering, legal, administrative costs and construction costs. Construction capital costs shall indicate the applicable ACE Estimate Class including the amount of construction contingency included and the expected accuracy range. Opinions of probable construction costs shall be developed in accordance with the recommendations of ACE Recommended Practice No. 18R.
 - g. Summary- Engineer will summarize the efforts completed and present the information and associated costs of improvements in a technical memorandum for review and comment. The Engineer will evaluate comments and discuss preliminary recommendations in a workshop meeting.
4. Recommendations and Implementation Plan- Engineer will recommend immediate short-term changes and long-term capital improvements.
 - a. Short-term Recommendations- Engineer will refine preliminary recommendations to identify approaches that can be implemented within 12-months to increase the reliability of the electrical system in the Belt Press Filter Building. Engineer will also refine recommendations to address code compliance and electrical safety concerns determined in previous tasks.
 - b. Long-term Recommendations- Engineer will refine preliminary recommendations and recommend long-term electrical safety and reliability practices.
 - c. Implementation Plan- Engineer will summarize short term and long-term recommendations into a prioritized list for the facility.
 5. Assessment Report- Engineer will compile the information evaluated in the previous task and present it in draft report that will include short- and long-term implementation plans. The report will include comments and revisions made to reflect the comments. After receiving comments, the Engineer will finalize the report. The draft and final reports will be delivered in PDF files.

D. Preliminary Engineering Report

1. Preliminary Engineering Report: Engineer shall develop an Engineering Report that shall serve as the Preliminary Engineering Report and 30% design deliverable. The Preliminary Engineering Report shall include:
 - a. General project scope and background references
 - b. Evaluation of belt filter press replacement alternatives
 - c. Design criteria and process design parameters of the selected design
 - d. Equipment tagging conventions
 - e. Plans:
 - i. P&IDs;
 - ii. Preliminary site plans;
 - iii. Preliminary facility layouts;
 - iv. Power distribution functional diagram;
 - f. Specifications:
 - i. Proposed table of contents, including all future specifications to be provided with later deliverables;
 - ii. Preliminary Blower Specification;
 - iii. Preliminary Biological Trickling Filter Specification;
 - iv. Preliminary Belt Filter Press Specification;
 - v. Preliminary Canopy Cover Specification
 - vi. Additional required specifications not specifically indicated above will be provided with future deliverables.
 - g. Number and size of equipment
 - h. Equipment selections
 - i. Civil design criteria including:
 - i. Proposed grading;
 - ii. Paving and drive access to equipment
 - j. Structural design criteria
 - k. Electrical design criteria
 - l. Instrumentation and Control design criteria
 - m. Regulatory and code requirements
 - n. Present preliminary geotechnical information
 - o. Constructability and construction phasing analysis and recommendations for implementation Construction schedule.
 - p. 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.
 - q. Draft Schedule of Special Inspections
 - r. Opinion of Probable Construction Costs:
 - i. 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. Cost opinion level of accuracy presented by the Engineer shall be a Class 3 – Budget Authorization or Control cost opinion in accordance with accepted industry guidelines defined by AACE. The Class 3 estimate is commensurate with development of the design concept to a 10% to

- 40% level; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +20 to 50 percent.
- ii. Engineer shall provide summary and detail reports of the OPCC. Summary OPCC report shall match the anticipated bid structure of the Project.
2. Drawings and Specifications shall be included as appendices to the Preliminary Engineering Report.
 3. Draft Report:
 - a. Engineer shall submit two (2) draft hard copies and Microsoft Word and PDF formats of the Preliminary Engineering Report for review and comment by the Trust.
 4. Review meeting: Engineer shall conduct the meeting between Trust's Project Team and Engineer to present a summary of the Preliminary Engineering Report.
 - a. Prepare and submit an agenda two (2) business days prior to the review meeting.
 - b. Prepare and submit meeting minutes to the Trust for review and comment within seven (7) calendar days of the meeting.
 - c. Engineer shall incorporate Trust review comments into the final version.
 5. Final Report:
 - a. Engineer shall incorporate Trust comments into the final report.
 - b. Engineer shall submit four (4) final copies of the final Preliminary Engineering Report in hardcopy format and in electronic PDF format.
 - c. PDF format shall have the following features:
 - i. Shall be fully indexed using the Table of Contents.
 - ii. Bookmarks shall be created in the navigation frame for each major entry in the Table of Contents.
 - d. Engineer shall submit a response matrix and decision log documenting the proposed action to the Trust's comments with the final report.
 - e. Engineer shall also submit the report to the Oklahoma Department of Environmental Quality (ODEQ) for review and comment. Engineer shall correct the report based on ODEQ comments and resubmit for approval at no additional cost to Trust.
 6. Clean Water State Revolving Fund Support Services:
 - a. Engineer will provide support services as required to facilitate CWSRF funding for the project including coordination with the Oklahoma Water Resources Board (OWRB).
 - b. Engineer will submit the ODEQ-approved preliminary engineering report to OWRB and address any OWRB comments.

E. Design Surveys:

1. A detailed design survey shall be completed after submitting the final Preliminary Engineering Report and written notification from the Trust.
2. Detailed: 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.

- a. Locations of utilities as provided by OCWUT staff shall be deemed “for informational purposes only.” Engineer is responsible for determining locations and depths of OCWUT-provided information.
- b. 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.
- c. At a minimum, a Utility Quality Level C subsurface investigation as defined in CI/ASCE 38-02 will be completed. SUE services are an additional service in Exhibit E.
- d. Survey shall be sufficient for preparation of site plans, plan and profile sheets for pipelines.
- e. Stake all geotechnical borings and survey all completed borings.
- f. 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.
- g. Provide survey in a native and PDF format to the Trust.
- h. Establish a minimum of two benchmarks for the site.
- i. Identify all existing benchmarks, temporary benchmarks, pk nails, etc.
- j. 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.

F. Geotechnical Services:

1. Engineer shall provide, through a subcontract, geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance in tests to be made at test locations based on preliminary drawings and designs, and including professional interpretations of exploratory and test data. It shall include field investigation and laboratory testing required to prepare a geotechnical report as specified under Task 2 – Geotechnical Services in Final Geotechnical Report.
2. An initial geotechnical report by a geotechnical firm interpreting the data on the exploratory work and testing and setting out the site conditions shall be provided.
3. The field investigation shall occur at the storage pad, pad for blowers and pad for biological filters.
4. The scope of the geotechnical investigation and testing:
 - a. Storage Pad Canopy
 - i. 4 borings to 25 foot depth
 - b. Pad for blowers
 - i. 2 borings to 25 foot depth
 - c. Pad for biological filters
 - i. 2 borings to 25 foot depth
5. Deliverable:
6. Submit final geotechnical report to the Trust in PDF format.

G. Short-Term Improvements Technical Memorandum

TS 1/14/19

Prepare an Alternative Development and Evaluation Technical Memorandum for Short Term Improvements that includes short-term odor and biosolids improvements at the Deer Creek Wastewater Treatment Plant, North Canadian Wastewater Treatment Plant, Chisholm Creek Wastewater Treatment Plant and the Witcher Pump Station. Findings and recommendations in the technical memorandum will be based on information in the Wastewater Treatment Plants Biosolids and Odor Management Assessment Report dated February 2022.

H. Plant Visits

The Engineer will organize one trip to visit at least two wastewater plants to observe the BDP Presses with enclosures in operation and to view other BFP applications where odor control is used. Engineer will cover their travel expenses and the City staff will cover their expenses.

Task 2 - Final Plan Services

Engineer may provide Final Plan Services by possible future amendment to the Contract.

Task 3 - Bidding Services

Engineer may provide Bidding Services by possible future amendment to the Contract.

Task 4 - Construction Administration Services

Engineer may provide Construction Administration Services by possible future amendment to the Contract.

Task 5 - As-Built Drawings Services

Engineer may provide As-Built Services by possible future amendment to the Contract.

Task 6 - Project Inspection Services

Engineer may provide Project Inspection Services by possible future amendment to the Contract.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. ST-0154
WASTEWATER TREATMENT PLANTS BIOSOLIDS AND ODOR MANAGEMENT**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,918,745 (an increase of \$688,745) which includes: for Basic Services an amount not to exceed \$1,818,745 (an increase of \$688,745), which is specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$100,000, as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,818,745 (an increase of \$688,745), and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

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

Task 1A an amount not to exceed:
\$1,130,000

Completion and recommendation by the Trust for approval of the Biosolids and Odor Management Assessment Report for the project.

*Fee breakdown for Task1A – Biosolids and Odor Management Assessment Report subtasks are as follows:

Task 1A.1: Assessment	\$360,000
Task 1A.2: Alternative Development and Evaluation	\$400,000
Task 1A.3: Recommendations and Implementation Plan	\$250,000
Task 1A.4: Biosolids and Odor Management Assessment Report	\$120,000

Task 1B an additional amount not to exceed:
(added by Amendment No. 1)
\$688,745 (an increase of \$688,745)

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

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

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. ST-0154
WASTEWATER TREATMENT PLANTS BIOSOLIDS AND ODOR MANAGEMENT**

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

1. Services associated with extension of scope relating to the phases outlined within the Exhibit A
2. Additional Services necessary for completion of the project

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$100,000. This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the General Manager. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

[The remainder of this page intentionally left blank]

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

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 19th day of October, 2022.

CP&Y, Inc.

Michael J Graves

Vice President

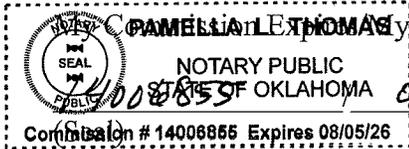
ATTEST:

STATE OF Oklahoma)

COUNTY OF Oklahoma)

SS

This instrument was acknowledged before me on this 19th day of October, 2022 by MICHAEL GRAVES, as VICE PRESIDENT of CP&Y, INC.



PAMELLA L. THOMAS, Commission Number:

NOTARY PUBLIC STATE OF OKLAHOMA

08/05/26

Pamella L. Thomas

Notary Public

IN WITNESS WHEREOF, this amendment was approved 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



J. D. Couch

Chairman

REVIEWED for form and legality.

Patrick Mann

Assistant Municipal Counselor

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

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

DESCRIPTIONS (Continued from Page 1)

All Risk Coverage - Agreed Value

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

2. Contractor's Pollution Liability:

Policy #: 03106092 / Policy Term: 4/1/2022 - 4/1/2023

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

Per Pollution Condition: \$5,000,000

Aggregate Limit: \$5,000,000

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

a. XCU

b. Contractual Liability

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

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

a. USL&H

b. Maritime

c. FELA

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

1. North Dakota

2. Washington

3. Wyoming

4. Ohio

Limits:

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

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

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

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

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

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

Project No. ST-0154 Wastewater Treatment Plants Biosolids and Odor Management OKCY1900800.00

STV Project #:

Client Contract #:

STVs Project Scope:

City of Oklahoma City & Oklahoma City Water Utilities Trust are included as Additional Insureds if required by written contract under the following coverage: Commercial General Liability, Business Automobile Liability, Contractors Pollution Liability and Commercial Excess Liability Coverage. The Additional Insured coverage is provided on a Primary Noncontributory basis if required by written contract. The Additional Insured coverage under the Commercial General Liability is provided for both Ongoing and Completed Operations under ISO Form #s CG 20 10 07 04 and CG 20 37 07 04.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2022

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C. No. Ext): (214) 323-4602 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	FAX (A/C. No.): (214) 503-8899	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CP&Y, Inc. 1820 Regal Row Suite 200 Dallas TX 75235	INSURER A: XL Specialty Insurance Company		37885
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 70913382

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability		✓	DPR9991511	4/1/2022	4/1/2023	Per Claim \$5,000,000 Annual Aggregate \$5,000,000	

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
 Re: Project #OKCY1900800.00, ST-0154, Wastewater Treatment Plants Biosolids and Odor Management.

CERTIFICATE HOLDER

Oklahoma City Water Utilities Trust.
 420 W Main St. #500
 Oklahoma City OK 73102

CANCELLATION

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

Joe Bryant

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ACORD 25 (2016/03)

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