

**AMENDMENT NO. 1 TO JOINT CONTRACT FOR WATER AND WASTEWATER  
CIVIL ENGINEERING SERVICES**

This amendment is made and entered into this 6th day of December, 2022, by and between The City of Oklahoma City, a municipal corporation, herein called "City" the Oklahoma City Water Utilities Trust, herein called "Trust", and CEC Corporation, herein called "Engineer".

**WITNESSETH:**

Project No. MC-0699-D  
Water and Wastewater Civil Engineering Services; and

**WHEREAS**, on August 16, 2022, the City and the Trust engaged the Engineer to perform water and wastewater civil engineering services; and

**WHEREAS**, subsequent to the execution of the original contract, it has been determined that additional services may be required for completion of projects derived from this contract, therefore, Exhibit C – Additional Services must be added to the contract; and

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

I. Addition of **Paragraph 41. Additional Services.** to read as follows:

Additional Services are project-related services as enumerated in Exhibit "C," attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the City Engineer, acting within the limits of State law, Ordinances of the City of Oklahoma City and policies established by the City Council, and upon acceptance by the Engineer. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments paragraphs of this Contract.

II. Addition of **EXHIBIT C – ADDITIONAL SERVICES** to read as follows:

**EXHIBIT C  
ADDITIONAL SERVICES  
PROJECT NO. MC-0699-D  
WATER AND WASTEWATER CIVIL ENGINEERING SERVICES**

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

1. Additional geotechnical investigation and services.
2. Subsurface Utility Engineering (SUE) Services: the Engineer will undertake subsurface utility investigations. Compensation for this task shall be as outlined below. Where required, the Engineer shall provide subsurface utility engineering (SUE) services to determine conflicts with existing utilities. The SUE services shall determine the exact location and depth of the existing utility. The actual number of locations shall be determined after field investigation and preliminary survey services are completed. SUE services shall either be Quality Level "A" or Quality Level "B" in accordance with ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data) as recommended by the Engineer and approved by the Trust.
3. Additional legal descriptions and exhibit services.
4. Additional acquisition services.
5. Additional staking for easement preparation.
6. Additional easement research and verification
7. Additional Construction Administration Services per Task 4 in excess of the construction duration listed in Task 4. Compensation for this task shall be as outlined below.
8. Additional Inspection Services per Task 6 in excess of the construction duration listed in Task 6. Compensation for this task shall be as outlined below.
9. Additional services to allow for design of other project areas. A detailed scope and fee for the additional services shall be submitted.
10. Additional Services necessary for completion of the project. A detailed scope and fee for the additional services shall be submitted.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services. The amount is to be negotiated during scope and fee negotiations for specific projects related to this Contract. 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.

**[Remainder of this page intentionally left blank]**

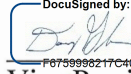
IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City, the Trust, and the Engineer that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully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

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 10th day of November, 20 22.

ATTEST:

CEC CORPORATION

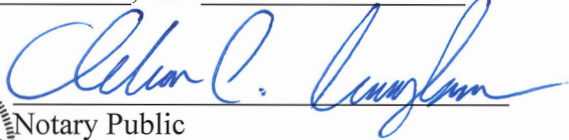
STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

DocuSigned by:  
  
F0759958217C40F...  
Vice President

This instrument was acknowledged before me on this 10th day of November, 20 22, by Doug Glenn, as President of CEC Corporation.

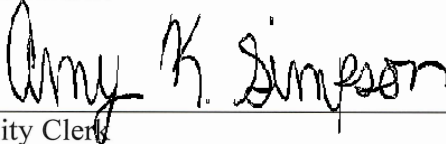
My Commission Expires/Commission Number 10-23-25 / 17009771



  
Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 6th day of December, 20 22

ATTEST:

  
City Clerk

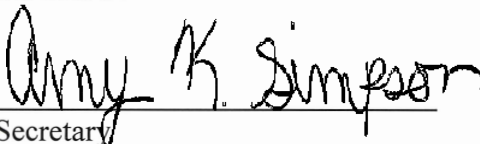


THE CITY OF OKLAHOMA CITY

  
Mayor

IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Water Utilities Trust this 6th day of December, 20 22

ATTEST:

  
Secretary



THE OKLAHOMA CITY WATER  
UTILITIES TRUST

  
Chairman

**REVIEWED** for form and legality.



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Assistant Municipal Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2022

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

|   |   |   |              |  |       |  |       |  |       |  |       |                   |  |
|---|---|---|--------------|--|-------|--|-------|--|-------|--|-------|-------------------|--|
| <b>PRODUCER</b><br>McLaughlin Insurance Agency<br>3012 Ridge Road Suite 204<br>Rockwall, TX 75032<br><br>www.mclaughlin-ins.com | <b>CONTACT</b><br>NAME: Alyssa Denton<br>PHONE (A/C, No. Ext): 469-941-4101<br>E-MAIL ADDRESS: alyssa@mclaughlin-ins.com<br>FAX (A/C, No):<br><br><b>INSURER(S) AFFORDING COVERAGE</b><br><table><tr><td><b>INSURER A:</b> Phoenix Insurance Company</td><td>NAIC # 25623</td></tr><tr><td><b>INSURER B:</b> Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td><b>INSURER C:</b> Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td><b>INSURER D:</b> Travelers Casualty Ins Co of America</td><td>19046</td></tr><tr><td><b>INSURER E:</b> Travelers Casualty and Surety Co of Amer</td><td>31194</td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table> | <b>INSURER A:</b> Phoenix Insurance Company | NAIC # 25623 | <b>INSURER B:</b> Charter Oak Fire Insurance Company | 25615 | <b>INSURER C:</b> Travelers Property Casualty Co of Amer | 25674 | <b>INSURER D:</b> Travelers Casualty Ins Co of America | 19046 | <b>INSURER E:</b> Travelers Casualty and Surety Co of Amer | 31194 | <b>INSURER F:</b> |  |
| <b>INSURER A:</b> Phoenix Insurance Company   | NAIC # 25623  |   |              |  |       |  |       |  |       |  |       |                   |  |
| <b>INSURER B:</b> Charter Oak Fire Insurance Company  | 25615   |   |              |  |       |  |       |  |       |  |       |                   |  |
| <b>INSURER C:</b> Travelers Property Casualty Co of Amer  | 25674   |   |              |  |       |  |       |  |       |  |       |                   |  |
| <b>INSURER D:</b> Travelers Casualty Ins Co of America  | 19046   |   |              |  |       |  |       |  |       |  |       |                   |  |
| <b>INSURER E:</b> Travelers Casualty and Surety Co of Amer  | 31194   |   |              |  |       |  |       |  |       |  |       |                   |  |
| <b>INSURER F:</b>   |   |   |              |  |       |  |       |  |       |  |       |                   |  |
| <b>INSURED</b><br>CEC Corporation<br>4555 W. Memorial Rd<br>Oklahoma City OK 73142  |   |   |              |  |       |  |       |  |       |  |       |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** 71266172**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   |
|----------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> No GL Deductible<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 6801W546533   | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>Valuable Papers \$500,000 |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br>Ded. Amount: \$3,000                                 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 8101W546705   | 11/1/2022               | 11/1/2023               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CUP1W558704   | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$   |
| D        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | <input type="checkbox"/> Y/N<br>N/A | <input checked="" type="checkbox"/> | UB1W558532    | 11/1/2022               | 11/1/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000   |
| E        | Professional Liability<br>Ded. Amount: \$25,000 Per Claim/Agg.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 107269615     | 6/8/2022                | 6/8/2023                | Per Claim \$5,000,000<br>Annual Aggregate \$5,000,000  |

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

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. RE: Project No. MC-0699-D Water And Wastewater Civil Engineering Services

**CERTIFICATE HOLDER**

The City of Oklahoma City  
and the Oklahoma City Water Utilities Trust  
420 W. Main Street, Ste 700  
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

Jeff McLaughlin

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ACORD 25 (2016/03)

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