



CITY COUNCIL AGENDA





CITY OF MIDWEST CITY MEETINGS FOR September 24, 2024

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to tanderson@midwestcityok.org or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, postponements, and/or recommendation by the City Council and/or Authorities.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
 1. Presentation by City Staff and/or their invited guest speaker;
 2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
 3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
 4. Motion and second by the elected officials.
 5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
 6. Final discussion and possible action/amended motion by the elected officials.



CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 24, 2024 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance - ROTC Cadets
- Mayoral Presentation to Home Away From Home Volunteers
- Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any Council member requests to discuss an item(s) or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration, or possible action to approve the August 27, 2024 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Reimbursed Projects Fund, expenditures/Neighborhood Services (15) \$278. Grants Fund, revenue/Intergovernmental (62) \$46,331; expenditures/Police (62) \$46,331. Police State Seizures Fund, expenditures/Police (62) \$28,000. 2018 Election G.O. Bond Fund, expenditures/General Government (14) \$310,000; expenditures/29th Street (92) \$9,000. Fire Capitalization Fund, revenue/Miscellaneous (00) \$5,280; expenditures/Fire (64) \$5,280. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of entering into a contract with Association of Central Oklahoma Governments for the FY 2024-2025 Unified Planning Work Program (UPWP). (Engineering & Construction Services - B. Bundy)
4. Discussion, consideration, and possible action of approving Amendment #2 for Professional Services with Lee Engineering, LLC in the amount of \$3,500 to provide an evaluation of vehicle detection systems as part of ODOT project JP 38093(04). (Engineering & Construction Services - B. Bundy)

5. Discussion, consideration, and possible action of the acceptance of maintenance bonds from First Water Contracting, LLC in the amount of \$39,105.63 respectively. (Engineering & Construction Services - P. Menefee)
6. Discussion, consideration, and possible action of the acceptance of maintenance bonds from Bentwood Investments in the amount of \$20,722.87 and \$19,289.77 respectively. (Engineering & Construction Services - P. Menefee)
7. Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing & Utilities, Inc. in the amount of \$30,076.00, \$17,068.00, and \$36,402.00 respectively. (Engineering & Construction Services - P. Menefee)
8. Discussion, consideration, and possible action of the acceptance of maintenance bonds from Schwartz Paving, Inc. in the amount of \$55,846.13. (Engineering & Construction Services - P. Menefee)
9. Discussion, consideration, and possible action of appointing Ms. Donna Swartz to the Midwest City Historical Society as the Mayoral representative for a three-year term ending on August January 12, 2027. (City Manager – T. Lyon)
10. Discussion, consideration, and possible action of declaring two (2) fire hose dryers as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Fire - B. Norton)
11. Discussion, consideration and possible action to declare (1) Folder/Sealer as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Police - G. Wipfli)
12. Discussion, consideration, and possible action declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Engineering - B. Bundy)
13. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

1. (PC-2181) Public hearing, discussion, consideration, and possible action of approval the Final Plat of Glenhaven Commercial for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Planning & Zoning- M. Summers)
2. (PC-2182) Public hearing, discussion, consideration, and possible action of approving the Final Plat of Glenhaven for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Planning & Zoning- M. Summers)

3. (PC-2183) Public hearing, discussion, consideration, and possible action approving a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to High Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to High Density Residential District (“R-HD”), for the property described as a part of the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1905 & 1919 N. Douglas Blvd., Midwest City. (Planning & Zoning- M. Summers)
4. (PC-2184) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Turtlewood 7th Addition for the property described as a tract of land lying in the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Planning & Zoning- M. Summers)
5. (PC-2185) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit to allow “Food and Beverage Retail Sales” for the property described as a part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1740 S. Sooner Rd. Suites A & E. (Planning & Zoning- M. Summers)
6. (PC-2186) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Carters Cove for the property described as a tract of land lying in the Northeast Quarter (NE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Planning & Zoning- M. Summers)
7. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating City Manager ability to approve each task order up to the amount of \$100,000. (Engineering & Construction Services - B. Bundy)
8. Discussion, consideration, and possible action on a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed Two Million Two Hundred Fifty-Two Thousand Dollars (\$2,252,000.00), approving documents as may be necessary or required and declaring an emergency. (Public Works - R. Paul Streets)
9. Discussion, consideration, and possible action regarding a 3.8% percent across the board increase to the base salary of City Employees covered by the International Association of Firefighters (IAFF) Local #2066 collective bargaining agreement, to be effective July 1, 2024. (Human Resources - T. Bradley)
10. Discussion and consideration for adoption, including any possible amendment, to approve the annual water meter schedule of fees review as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc. (R. Paul Streets - Public Works)

11. Discussion, consideration, and possible action of approving a new lease agreement with New Cingular Wireless (f/k/a AT&T) and the Midwest City Municipal Authority for the lease of space for the installation of cellular antennas on the clock tower in W.P Bill Atkinson Park, 301 E. Mid-American Blvd, at an initial annual payment of \$35,000.00. (D. Maisch – City Attorney).

12. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-12, Place of city council meetings; invitation; providing for a repealer and severability. (D. Maisch - City Attorney).

E. NEW BUSINESS/PUBLIC DISCUSSION. “In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.”

F. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding the Hill Arbitration and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)

G. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of August 2024. (Finance - T. Cromar)

2. Review of the August 6, 2024 Planning Commission Meeting Minutes. (Planning and Zoning - E. Richey)

3. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for August 2024. (Human Resources - T. Bradley)

4. Monthly Residential and Commercial Building report for August 2024 Building Report (Engineering & Construction Services—B. Bundy)

H. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

City of Midwest City Council Minutes

August 27, 2024

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:04 PM with the following member present:

| | | |
|---------------------|----------------------|--------------------------|
| | Ward 4 Marc Thompson | City Manager Tim Lyon |
| Ward 2 Pat Byrne | Ward 5 Sara Bana | City Clerk Sara Hancock |
| Ward 3 Rita Maxwell | Ward 6 Rick Favors | City Attorney Don Maisch |

Absent: Ward 1 Susan Eads

OPENING BUSINESS. The Invocation was given by Director of Operations Ryan Rushing. The Pledge of Allegiance was led by Mayor Dukes. City Manager Lyon and Attorney Maisch gave community-related announcements.

At 6:06 PM Bana left the meeting and returned at 6:11 PM.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception of pulling Items #4, 5, 7 and 15, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

1. Discussion, consideration, or possible action to approve the July 23, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: General Gov't Sales Tax Fund, expenditures/City Manager (01) \$155,474; expenditures/Personnel (03) \$6,974; expenditures/Community Development (05) \$57,594; expenditures/Park & Rec (06) \$1,958; expenditures/Street (09) \$431,944; expenditures/General Gov't (14) \$3,052,673; expenditures/Neighborhood Svcs (15) \$5,180; expenditures/I.T. (16) \$100,166; expenditures/Swimming Pools (19) \$1,716; expenditures/Engineering & Const Svcs (24) \$10,824; expenditures/Senior Center (55) \$160,087. Street & Alley Fund, expenditures/Street (09) \$386,473. Technology Fund, expenditures/General Gov't (14) \$60,846. Reimbursed Projects Fund, expenditures/Street (09) \$4,495; expenditures/Engineering & Const Svcs (24) \$54,306. Police Capitalization Fund, expenditures/Police Department (62) \$791,906. Fire Capitalization Fund, expenditures/Fire Department (64) \$64,516. MWC Welcome Center Fund, expenditures/Tourism (74) \$90,000. Dedicated Tax 2012 Fund, expenditures/Park & Rec (06) \$379,002; expenditures/Parks (23) \$450,367; expenditures/Streets (66) \$75,000; expenditures/Economic (87) \$73,452. Emergency Oper Fund, expenditures/Emergency Oper Fund (21) \$170,803. Public Works Fund, expenditures/Public Works (30) \$281,003. Fleet Fund, expenditures/Fleet (25) \$456,919. Surplus

Property Fund, expenditures/Surplus Property (26) \$3,375. Activity Fund, expenditures/Recreation (78) \$30,000. Park & Recreation Fund, expenditures/Park & Rec (06) \$185,404; expenditures/Communications (20) \$50; expenditures/MWC Parks (23) \$200,000. Capital Improvements Fund, expenditures/Capital Improvements (57) \$1,384,081. Downtown Redevelopment Fund, expenditures/29th Street (92) \$277,008. Animals Best Friend Fund, expenditures/Animal Welfare (10) \$7,634. 2002 G.O. Street Bond Fund, expenditures/Street Bond (69) \$671. 2018 Election GO Bonds Fund, expenditures/Park & Rec (06) \$22,402; expenditures/Street (09) \$40,163; expenditures/Animal Welfare (10) \$1,124; expenditures/General Gov't (14) \$1,472,734; expenditures/Fire (64) \$12,170; expenditures/29th Street (92) \$372. 2018 Election GO Bonds – Proprietary Fund, expenditures/JC Regional Golf (47) \$1,632. 2022 Issue G.O. Bond Fund, expenditures/MWC Fire Department (64) \$836,577. Grant Fund, expenditures/Emergency Oper Fund (21) \$8,936; expenditures/Transfer Out (42) \$1,300,000; expenditures/Capital Improvements (57) \$132,150.

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$155,000; expenditures/Housing (37) \$142,500. Fire Fund, expenditures/Transfers Out (64) \$24,500. Fire Capitalization Fund, revenue/Transfers In (00) \$24,500; expenditures/Fire (64) \$13,454. Reimbursed Projects Fund, revenue/Intergovernmental (39) \$763,038; expenditures/Community Development (05) \$3,273; expenditures/Park & Recreation (06) \$12,287; expenditures/Animal Welfare (10) \$15,000; expenditures/Neighborhood Services (15) \$638; expenditures/Housing (37) \$35,000; expenditures/Transfers Out (39) \$7,660; expenditures/Grants Management (39) \$125,991; expenditures/Fire (64) \$1,720; expenditures/Recreation (78) \$5,000; expenditures/Economic (87) \$49,443. CDBG Fund, revenue/Transfers In (00) \$7,660. Grants Fund, revenue/Intergovernmental (06) \$254,000; expenditures/Transfers Out (06) \$254,000; revenue/Intergovernmental (09) \$51,810; expenditures/Transfers Out (09) \$51,810; revenue/Intergovernmental (21) \$10,000; expenditures/Transfers Out (21) \$10,000; revenue/Intergovernmental (24) \$117,820; expenditures/Transfers Out (24) \$117,820; revenue/Intergovernmental (42) \$1,300,000; expenditures/Transfers Out (42) \$1,300,000; revenue/Intergovernmental (43) \$343,694; expenditures/Transfers Out (43) \$343,694; revenue/Intergovernmental (57) \$1,097,150; expenditures/Transfers Out (57) \$790,000; revenue/Intergovernmental (61) \$325,000; expenditures/Transfers Out (61) \$325,000; revenue/Intergovernmental (62) \$68,868; expenditures/Police (62) \$41,445. Street Tax Fund, revenue/Transfers In (00) \$254,000. Reimbursed Projects Fund, revenue/Transfers In (09) \$51,810. Emergency Operations Fund, revenue/Transfers In (21) \$10,000. General Gov't Sales Tax Fund, revenue/Transfers In (24) \$117,820. Capital Improvements Fund, revenue/Transfers In (00) \$790,000. Police Impound Fees Fund, expenditures/Transfers Out (62) \$2,797. Reimbursed Projects Fund, expenditures/Municipal Golf (48) \$9,706. Grants Fund, revenue/Intergovernmental (62) \$12,326; expenditures/Police (62) \$12,326. CDBG Fund, expenditures/Grants Management (39) \$92,259.
6. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055240427 from the State Department of Environmental Quality for the Sooner Rose Sanitary Sewer Improvements, Midwest City, Oklahoma.

8. Discussion, consideration, and possible action of renewing the subscription of Microsoft licensing with Softchoice Corporation, which holds the Oklahoma Statewide Contract for Microsoft Software Products/Services # SW1079, in the amount of \$137,100.15.
9. Discussion, consideration, and possible action of approving a programming Resolution 2024-13 for possible inclusion into the Transportation Alternatives Program for a project to construct approximately half a mile of sidewalk along Crosby Blvd., and three-tenths of a mile of multi-use trail along Crosby Blvd and SE 15th Street.
10. Discussion, consideration, and possible action of approving a programming Resolution 2024-14 for possible inclusion into the Transportation Alternatives Program for a project to construct Crutcho Creek Trail Phase 1.
11. Discussion, consideration, and possible action of approving a programming Resolution 2024-15 for possible inclusion into the Transportation Alternatives Program for a project to construct approximately half a mile of multi-use trail along the east side of Soldier Creek.
12. Discussion, consideration, and possible action of approving a programming Resolution 2024-16 for possible inclusion into the Transportation Alternatives Program for a project to construct approximately a quarter (1/4) of a mile of the Tributary 4 trail.
13. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2024-17 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to resurface Air Depot Blvd from SE 29th St to SE 15th St.
14. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2024-18 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to resurface Air Depot Blvd from SE 29th St to SE 15th St and reconstruct the intersection of Air Depot Blvd and SE 15th St.
16. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2024-20 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to upgrade traffic signals at various locations throughout the City for the purposes of improving pedestrian access and safety, known as Signal Upgrade Project 9.
17. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2024-21 for inclusion into the Transportation Improvement Plan for a project to resurface Post Road from Reno Avenue to NE 10th Street.
18. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2024-22 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to repave SE 15th St from Midwest Blvd to Douglas Blvd including trail, sidewalk, and improvements to the Soldier Creek Bridge.

19. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2024-23 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to construct sidewalks in six (6) locations in the City.
20. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2024-24 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to restripe various locations throughout the City, known as Stripe Project 8.
21. Discussion, consideration, and possible action of accepting three (3) grants of Permanent Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in Section 27, Township 12 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.
22. Discussion, consideration, and possible action of declaring (1) 2016 BMW 1200 and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
23. Discussion, consideration, and possible action of declaring Lion Brand Wildland Firefighting (61) coats and (59) pants as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

4. Discussion, consideration and possible action to accept and approve the Annual Report for City of Midwest Tax Increment Finance Districts for FY 2023 – 2024.

Coleman addressed the council. After Staff and Council discussion, Bana made a motion to accept and approve the Annual Report, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

5. Discussion, consideration, and possible action of approving a Memorandum of Understanding (MOU) between the City of Midwest City, the Midwest City Economic Development Authority and the Midwest City Utilities Authority for the engineering, design and construction of a rail spur for the Soldier Creek Industrial Park (SCIP).

Coleman addressed the council. After Staff and Council discussion, Favors made a motion to approve the MOU, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favors and Duke. Nay: Bana. Absent: Eads. Motion Carried.

7. Discussion, consideration and possible action to approve an Operating Agreement with the Arkansas – Oklahoma Railroad Company for railroad track within the Soldier Creek Industrial Park.

Favors made a motion to approve the agreement, seconded by Byrne. Voting Aye: Byrne, Thompson, Favors and Duke. Nay: Maxwell and Bana. Absent: Eads. Motion Carried.

15. Discussion, consideration, and possible action approving a resolution amending the 1983 Amended Agreement Creating the Association of Central Oklahoma Governments.

Byrne made a motion to approve Resolution 2024-19, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Favors and Duke. Nay: None. Abstain: Bana. Absent: Eads. Motion Carried.

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of appointing Lorenzo Banks as a Municipal Court Judge for the City of Midwest City.

After Council discussion, Bana made a motion to approve appointment, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

2. Discussion, consideration, and possible action of appointing Joanne Horn as a Municipal Court Judge for the City of Midwest City.

After Council discussion, Maxwell made a motion to approve appointment, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

3. Discussion, consideration, and possible action to enter into a professional services agreement with Freese and Nichols, Inc, in an amount not to exceed \$350,000 to prepare a comprehensive plan for the City of Midwest City consistent with standards, procedures, and best management practices in Oklahoma.

Summers and Dawn Wort of Freise & Nichols addressed the council. After Staff and Council discussion, Thompson made a motion to approve agreement, seconded by Bana. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

4. (PC-2181) Public hearing, discussion, consideration, and possible action of approving the Final Plat of Glenhaven Commercial for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

Thompson made a motion to table, seconded by Bana. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

5. (PC-2182) Public hearing, discussion, consideration, and possible action of approving the Final Plat of Glenhaven for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

Thompson made a motion to table, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

6. (PC-2183) Public hearing, discussion, consideration, and possible action approving a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land

Use to High Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to High Density Residential District (“R-HD”), for the property described as a part of the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1905 & 1919 N. Douglas Blvd., Midwest City.

After discussion, Bana made a motion to table, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

At 6:52 PM Favors left the meeting and returned at 6:54 PM.

NEW BUSINESS/PUBLIC DISCUSSION.

The following people address the council: Frank Young of 6229 SE 8th St, Brenda Berger of 1021 Arthur Dr., Gina Johnson of 9013 NE 19th St., Darryl Ljunghammer of 8720 NE 17th St., and Lisa ONeal of 612 Eddie Dr.

At 7:08 PM Byrne made a motion to break for recess, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

At 7:14 PM Byrne made a motion to reconvene from recess, seconded by Bana. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

At 7:15 PM Bryne made a motion to enter Executive Session, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

At 8:33 PM Mayor left the meeting and returned at 8:35 PM.

At 8:55 PM Favors made a motion to reconvene in Open Session, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Absent: Eads. Motion Carried.

EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of, 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

No Action Needed.

2. Discussion and consideration, and possible action of, 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and

2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Byrne made a motion to take action as discussed, seconded by Favours. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favours and Dukes. Nay: None. Absent: Eads. Motion Carried.

DISCUSSION ITEMS Continued.

7. Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2024, through June 30, 2025.

Favours made a motion to approve renewal, seconded by Bana. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favours and Dukes. Nay: none. Absent: Eads. Motion carried

8. Discussion, consideration, and possible action regarding a 0.8% percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2024.

Favours made a motion to approve, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favours and Dukes. Nay: none. Absent: Eads. Motion carried.

9. Discussion, consideration, and possible action of approving a Resolution of Necessity to acquire through condemnation proceedings 2813 and 2816 Parklawn Drive in Midwest City.

Favours made a motion to approve Resolution 2024-25, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Favours and Dukes. Nay: Bana. Absent: Eads. Motion Carried.

FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of July 2024.
2. Review of the July 2, 2024 Planning Commission Meeting Minutes.
3. Monthly Residential and Commercial Building report for July 2024 Building Report.
4. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for July 2024.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 9:00 PM

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: September 24, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Reimbursed Projects Fund, expenditures/Neighborhood Services (15) \$278. Grants Fund, revenue/Intergovernmental (62) \$46,331; expenditures/Police (62) \$46,331. Police State Seizures Fund, expenditures/Police (62) \$28,000. 2018 Election G.O. Bond Fund, expenditures/General Government (14) \$310,000; expenditures/29th Street (92) \$9,000. Fire Capitalization Fund, revenue/Miscellaneous (00) \$5,280; expenditures/Fire (64) \$5,280.

The first supplement is needed to budget return of unused Hospital Authority grant proceeds for NIA digital sign to Hospital Authority Fund. The second supplement is needed to budget Fiscal Year 2025 Oklahoma Highway Safety Grant from Oklahoma Highway Safety Office. The third supplement is needed to budget purchase of K9 dog and kennel for Police SIU. The fourth supplement is needed to budget park improvements to Mid-America Park & W.P. Bill Atkinson Park. The fifth supplement is needed to budget purchase of headset system for Fire Engine 4.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
September 24, 2024

| Fund REIMBURSED PROJECTS (016) | | BUDGET AMENDMENT FORM Fiscal Year 2024-2025 | | | |
|-----------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 15 | Neighborhood Services | | | 278 | |
| | | <u>0</u> | <u>0</u> | <u>278</u> | <u>0</u> |

Explanation:
To budget return of unused Hospital Authority grant proceeds for NIA digital sign to Hospital Authority Fund. Funding to come from fund balance.

| Fund GRANTS (143) | | BUDGET AMENDMENT FORM Fiscal Year 2024-2025 | | | |
|----------------------|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 62 | Intergovernmental | 46,331 | | | |
| 62 | Police | | | 46,331 | |
| | | <u>46,331</u> | <u>0</u> | <u>46,331</u> | <u>0</u> |

Explanation:
To budget Fiscal Year 2025 Oklahoma Highway Safety Grant from Oklahoma Highway Safety Office.

| Fund POLICE STATE SEIZURES (030) | | BUDGET AMENDMENT FORM Fiscal Year 2024-2025 | | | |
|-------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 62 | Police | | | 28,000 | |
| | | <u>0</u> | <u>0</u> | <u>28,000</u> | <u>0</u> |

Explanation:
To budget purchase of K-9 dog and kennel for Police SIU. Funding to come from fund balance.

| Fund 2018 ELECTION G.O. BOND (270) | | BUDGET AMENDMENT FORM Fiscal Year 2024-2025 | | | |
|---------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 14 | General Gov't | | | 310,000 | |
| 92 | 29th Street | | | 9,000 | |
| | | <u>0</u> | <u>0</u> | <u>319,000</u> | <u>0</u> |

Explanation:
To budget park improvements to Mid-America Park & W.P. Bill Atkinson Park. Funding to come from accumulated interest earnings.

SUPPLEMENTS
September 24, 2024

| Fund FIRE CAPITALIZATION (041) | | BUDGET AMENDMENT FORM Fiscal Year 2024-2025 | | | |
|-----------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 0 64 | Miscellaneous Fire | 5,280 | | 5,280 | |
| | | <u>5,280</u> | <u>0</u> | <u>5,280</u> | <u>0</u> |

Explanation:
To budget purchase of headset system for Engine 4. Funding to come from surplus property proceeds.



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : September 24, 2024

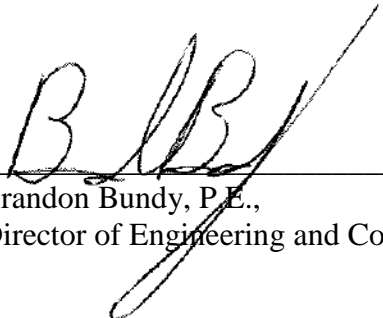
SUBJECT : Discussion, consideration, and possible action of entering into a contract with Association of Central Oklahoma Governments for the FY 2024-2025 Unified Planning Work Program (UPWP).

This contract will allow Association of Central Oklahoma Governments (ACOG) and the City of Midwest City to continue to work together on items such as traffic planning, traffic counts, and other miscellaneous activities that strengthen the metropolitan area as a whole.

The Contract allows for up to \$8,500 towards annual traffic counts (QTY 48), of which \$6,800 is reimbursable by federal funds.

The Contract to be signed is for FY 2024-2025 which runs from July 1, 2024 to June 30, 2025.

This contract has been signed yearly since 1996 and perhaps longer.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

CONTRACT

Between

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

and the

CITY OF MIDWEST CITY

1. PARTIES AND PURPOSE

This CONTRACT made and entered into for Fiscal Year (FY) 2025, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Midwest City (MWC) reaffirms the Metropolitan Transportation Planning process of the ACOG Metropolitan Planning Organization (MPO). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and MWC respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide MWC funding of the Metropolitan Transportation Planning activities within the ACOG MPO transportation management area (TMA) as identified in the FY 2025 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

2. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2024, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section 5 have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2025 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section 15 (Travel) of this CONTRACT. This CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section 16 (Amendments or Modification of Contract) of this CONTRACT.

3. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the ACOG MPO Planning Process shall be vested in an ACOG MPO Policy Committee (ACOG MPO PC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed July 7, 2020 with administrative changes November 18, 2021 and April 27, 2023. The ACOG MPO PC will send transportation plans, policies, and implementation programs for review and endorsement.

4. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2025 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the ACOG MPO TMA. Approval of the UPWP by the PARTICIPANTS, the ACOG MPO PC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section 5 herein.

5. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the ACOG MPO as set forth in this CONTRACT shall not exceed **\$8,500** of which **\$6,800** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) Part 200 Subpart E.

The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by MWC.

| | Number of Counts | Cost Per Count | Federal Share | Total Amount |
|--------------|-------------------------|-----------------------|----------------------|---------------------|
| Auto | 40 | \$187.50 | \$6,000 | \$7,500 |
| Bike/Ped | 8 | \$125 | \$800 | \$1,000 |
| | | | | |
| Total | 48 | | \$6,800 | \$8,500 |

CFDA Number: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

6. AUDIT

As part of this CONTRACT, MWC agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section 7.

7. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or MWC's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of MWC who jointly shall make the final determination.

8. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from MWC showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic count locations, billable at the agreed upon rate of \$150/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2025, shall be submitted on or before **July 15, 2025**.

MWC shall invoice ACOG with all necessary supporting documentation, to:

ACOG
Attn: Jennifer Sebesta, Transportation Planning Services
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105
Email: jsebesta@acogok.org

9. PROGRESS REPORTS

MWC shall provide ACOG progress reports regarding the date and location of the traffic counts, as well as hourly and 24-hour total counts, and date and location of bicycle and pedestrian counts. Such reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 15, 2025**.

10. INSPECTION OF WORK

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

11. RECORDS

MWC shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

12. OWNERSHIP OF DATA

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

13. INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by MWC and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. MWC is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

14. PUBLICATION PROVISIONS

MWC shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA, such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

15. TRAVEL

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

16. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

17. TERMINATION OF CONTRACT

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, MWC shall deliver at cost to ACOG all items mentioned in Sections 10 and 11 of this CONTRACT within thirty (30) calendar days following the effective termination date.

18. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of MWC as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

19. USE OF CONSULTANTS

Under the terms of this CONTRACT, MWC may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by MWC and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that MWC insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction MWC may make. All contracts and discussions between ACOG and consultants retained by MWC must be initiated through MWC.

20. RESPONSIBILITY FOR CLAIMS AND LIABILITY

MWC and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by MWC and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. MWC and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

21. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MWC and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean MWC and/or its consultants.

- A. Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
 - 1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraph (A) through (F) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

22. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

MWC and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

23. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

MWC agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan, or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

24. COVENANTS AGAINST CONTINGENT FEES

MWC warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

25. PRIOR UNDERSTANDING

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

26. GOVERNING LAWS AND REGULATIONS

MWC and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, MWC shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies, and procedures of the Oklahoma Transportation Commission.

27. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

28. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and MWC and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

29. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- A. if intended for ACOG, by electronic transmission to bgarner@acogok.org, or by mail, addressed to ACOG at:

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

- B. if intended for MIDWEST CITY, by electronic transmission to BBundy@MidwestCityOK.org, or by mail addressed to MIDWEST CITY at:

The City of Midwest City
Attention: Brandon Bundy, City Engineer-Community Development
100 N Midwest Boulevard
Midwest City, OK 73110

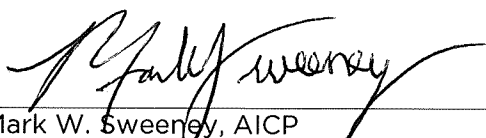
30. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF MWC HAVE EXECUTED THIS CONTRACT.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

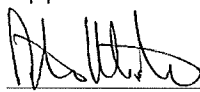


Mark W. Sweeney, AICP
Executive Director

8/30/2024

Date

Approved as to form and legality this 30th day of August, 2024.



Pete White, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Date

Approved as to form and legality this _____ day of _____, 2024.

Legal Counsel, City of Midwest City

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

1. That he or she is the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification.
2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none, so state by entering the word "none": _____

Date

City Clerk, City of Midwest City

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT B (page 2 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT C (page 1 of 2)

NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, MWC, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. MWC and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
2. That any subcontract entered into by MWC for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
3. MWC shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for MWC to:
 - a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap
 - b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap
 - c. Discriminate against an individual because of race, color, religion, sex, national origin, age, or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining
 - d. Publish or cause to be printed or published any notice or advertisement relating to employment by MWC indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age, or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment
 - e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991
 - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
 - g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

EXHIBIT C (page 2 of 2)

NONDISCRIMINATION OF EMPLOYEES

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
 - i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991
4. MWC further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to MWC in the performance of this Contract.
5. **Sanctions for Noncompliance** - In the event MWC violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
 - a. Withhold payments to MWC until MWC furnishes satisfactory evidence of compliance and correction of all violations
 - b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
 - c. Report all violations, which are not corrected by MWC within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
6. Immediately upon notification of Contract award, MWC shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
7. MWC hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.
8. MWC further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D (page 1 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES POLICY STATEMENT

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
 - a. Including qualified small and minority business on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

City Clerk, City of Midwest City



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : September 24, 2024

SUBJECT : Discussion, consideration, and possible action of amendment #2 for Professional Services with Lee Engineering, LLC in the amount of \$3,500 to provide an evaluation of vehicle detection systems as part of ODOT project JP 38093(04).

On March 14, 2023 the City approved the agreement with Lee Engineering, LLC (Lee) to develop plans for a federally funding project known as JP 38093(04) to improve five traffic signals throughout the City.

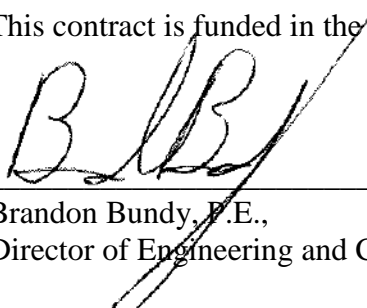
This amendment was requested by staff. The current vehicle detection system being installed across the City on multiple projects has been the standard since 2016. Although there have been multiple generations of improved technology; there have been new competitors to the market that promise additional features. It is difficult to evaluate all systems so staff feels it will be more efficient to utilize a familiar and trusted expert in the field.

The current vehicle detection system utilizes a single downward facing camera tied to a computer processor. This processor determines vehicle, pedestrian, and bicycle shapes to then send the information to the signal controller. New advancements in technology has refined this process further and promises additional features like diagnostic tools, evaluation metrics, and increased efficiency. Because these signal projects take years to develop, we also want to make long term decisions based on reliability, cost, and life cycles.

Lee Engineering did a similar evaluation in 2021 which confirmed the current standard detection system. The goal would be similar to the previous effort; to determine if our current system is the best system for the City or another product would be more beneficial.

The original contract for this project was \$96,500. This new amendment is an additional \$3,500. The total contract amount after this amendment will be \$100,000.

This contract is funded in the budget through project #092406 (Fund 157).



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment



September 3, 2024

Brandon Bundy
Director of Engineering and Construction Services
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

Re: *Proposal for Amendment No. 2 to Signal Upgrade Phase 6, Midwest City, OK*

Dear Mr. Bundy:

This proposal includes an evaluation of vehicle detection systems. Lee Engineering will consult with a minimum of 3 vendors to evaluate new detection system technologies and how they can best improve intersection detection in Midwest City. Some of the Evaluation metrics will include: controller integration, technology advantages, data availability, cost, and reliability. Following the consultation with the vendors, LEE will compile the available information into a recommendation memorandum and meet with the city to discuss the results. A breakdown of the proposed tasks and fees is below:

FEE AND SCHEDULE

The proposed fees and schedule for this contract are set forth as follows:

| Task | Description | Consultant | Basis of Payment | Fee |
|--------------|-----------------------------|------------|------------------|----------------|
| 1 | Detection System Evaluation | LEE | Lump Sum | \$3,500 |
| TOTAL | | | | \$3,500 |

If you have any questions, please contact me at (405) 384-5127. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

Ryan Henderson, PE, PTOE
Project Manager

**SECOND AMENDMENT
TO LETTER AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN LEE ENGINEERING, LLC
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph 1.b. of the Professional Services Agreement dated November 14, 2023, the following amendment is hereby agreed to between the parties:

The attached scope of work referencing detections system evaluation and easement acquisition services be added to the Consultant Agreement:

Lee Engineering, LLC.:



Ryan Henderson
Project Manager

Date: 9/3/2024

For City of Midwest City:

Matt Dukes, II
Mayor

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: September 24, 2024

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from First Water Contracting, LLC in the amount of \$39,105.63 respectively.

The five year maintenance bonds from First Water Contracting, LLC are for the public paving and drainage improvements constructed for the Glenhaven Addition, located near the intersection of Glenhaven Drive and East Reno Avenue.

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond No: 316446H

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, First Water Contracting, LLC,
as Principal, and Westfield Insurance Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of Thirty Nine Thousand One Hundred Five & 63/100 dollars
(\$ 39,105.63), such sum being not less than ten percent (10%) of the total contract price to
construct or install Glenhaven - Paving (the
"Improvement"), for a period of Five (5) years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and Bentwood Investments, LLC, dated the 12th day of
June, 2023, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs
or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be
due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary
to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to
make the repairs, and that the cost of all repairs shall be so determined from time to time during the
Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 7th day of July, 2023.

First Water Contracting, LLC
Principal

ATTEST:

[Signature]
Secretary

By [Signature]
Greg Honan - President, General Mgr

Westfield Insurance Company
Surety

ATTEST:

[Signature]
Secretary Becky Killman

By [Signature]
Deborah L. Raper, Attorney-in-Fact

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/20/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3520502 04

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TRAVIS E. BROWN, MARK D. NOWELL, DWIGHT A. PILGRIM, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, SHELLI R. SAMSEL, CAREY KENNER, DEBORAH L. RAPER, JOINTLY OR SEVERALLY

of OKLAHOMA CITY and State of OK its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals: that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of July A.D., 2023



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: GLENHAVEN - P+D, DETENTION

PROJECT LOCATION: BEND AVENUE & GLENHAVEN DRIVE, MWC, OK

TYPE OF CONSTRUCTION: PAVING, DRAINAGE & DETENTION

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 523,995.60 less the City of Midwest City, Engineering Division Inspection Fees.

By *Justin Rame*
OWNER

Date: 5/22/24

STATE OF OK)
COUNTY OF OK)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 22nd day of May, 2024, personally appeared Justin Rame, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 5/9/27

Amanda Hibdon
NOTARY PUBLIC



CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

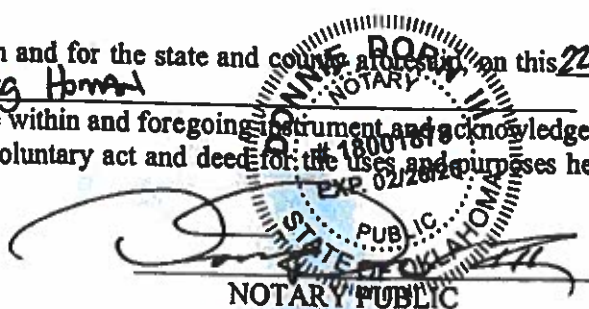
By *Greg Horn*
CONTRACTOR
GREG HORN - PRESIDENT, GWM

Date: 5/22/24

STATE OF OK)
COUNTY OF OK)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 22nd day of May, 2024, personally appeared GREG HORN, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 2-26-26





**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: September 24, 2024

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from Bentwood Investments in the amount of \$20,722.87 and \$19,289.77 respectively.

The one year maintenance bonds from Bentwood Investments are for the public water improvements and public sanitary sewer line improvements constructed for the Glenhaven Addition, located near the intersection of Glenhaven Drive and East Reno Avenue.

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond NO: LFB2080532

KNOW ALL BY THESE PRESENTS that we, Bentwood Investments,
as Principal, and Old Republic Surety Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of Twenty Thousand Seven Hundred-Twenty Two and 87/100-- dollars
(\$20,722.87--), such sum being not less than ten percent (10%) of the total contract price to
construct or install GlenHaven Public Water Line (the
"Improvement"), for a period of ONE years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and City of Midwest, OK, dated the 18th day of
August, 2023, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs
or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be
due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary
to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to
make the repairs, and that the cost of all repairs shall be so determined from time to time during the
Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 18th day of August, 2023.

Bentwood Investments

Principal

ATTEST:

[Signature]
Secretary

By

Old Republic Surety Company

Surety

ATTEST:

[Signature]
Secretary

By

[Signature]
Teresa Segovia Attorney-In-Fact



APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of
_____, 20____.

City Clerk

Mayor



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TERESA SEGOVIA, OF ARLINGTON, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of MARCH, 2023.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of MARCH, 2023, personally came before me, Alan Pavlic and

Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

Signed and sealed at the City of Brookfield, WI this 18th day of August, 2023.



Karen J. Haffner

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTORS LIEN WAIVER

PROJECT NAME: Glenhaven

PROJECT LOCATION: Glenhaven Dr just North of Reno In MWC

TYPE OF CONSTRUCTION: Sewer and water for new duplex community

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 392,369⁰⁰ less the City of Midwest City, Engineering Division Inspection Fees.

By *Justin Kramer*
OWNER

Date: 5/22/24

STATE OF OK)
COUNTY OF OK)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 22 day of May, 2024, personally appeared Justin Kramer, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 5/9/27

Amanda Hibdon
NOTARY PUBLIC



CONTRACTORS LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By Robert Stevenson
CONTRACTOR

Date: 5/22/24

STATE OF OK)
COUNTY OF OK)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 22 day of May, 2024, personally appeared Robert Stevenson, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 5/9/27

Amanda Hibdon
NOTARY PUBLIC



DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond NO. LFB2080533

KNOW ALL BY THESE PRESENTS that we, Bentwood Investments, as Principal, and Old Republic Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Nineteen Thousand Two Hundred Eighty-Nine and 77/100 dollars (\$ 19,289.77), such sum being not less than ten percent (10%) of the total contract price to construct or install GlenHaven Public Sanitary Sewer (the "Improvement"), for a period of ONE years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and City of Midwest, OK, dated the 18th day of August, 2023, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 18th day of August, 2023.

Bentwood Investments
Principal

ATTEST:
[Signature]
Secretary

By [Signature]
Old Republic Surety Company
Surety

ATTEST:
[Signature]
Secretary

By [Signature]
Teresa Segovia Attorney-In-Fact



APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor

 **OLD REPUBLIC SURETY COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TERESA SEGOVIA, OF ARLINGTON, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of MARCH, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of MARCH, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this Instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

Signed and sealed at the City of Brookfield, WI this 18th day of August, 2023.



Karen J. Haffner

Assistant Secretary

OLD REPUBLIC SURETY COMPANY



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: September 24, 2024

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing & Utilities, Inc. in the amount of \$30,076.00, 17,068.00, and \$36,402.00 respectively.

The one year maintenance bonds from H&H Plumbing & Utilities, Inc. are for the public water improvements and public sanitary sewer line improvements constructed for the Turtlewood, 7th Addition, located near the intersection of S.E. 29th Street and Westminster Road.

The five year maintenance bonds from H&H Plumbing & Utilities, Inc. are for the public drainage improvements constructed for the Turtlewood, 7th Addition, located near the intersection of S.E. 29th Street and Westminster Road

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30191771

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Thirty Thousand Seventy Six and 00/100 (\$ 30,076.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Turtlewood 7th Addition, SE 29th & Westminster, Public Water Line (the "Improvement"), for a period of 1 years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Home Creations dated the 22nd day of May, 20 23, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed, and delivered this 22nd day of May, 20 23

ATTEST: [Signature]
Secretary

H & H Plumbing & Utilities, Inc.
Principal

By [Signature]

Western Surety Company
Surety

By [Signature]
Melanie Ankeney Attorney-in-Fact

ATTEST: [Signature]
Secretary

Approved as to form and legality this _____ day of _____, 20 _____

City Attorney

Accepted by the City Council of the City of Midwest City this _____ day of _____, 20 _____

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

H & H Plumbing & Utilities, Inc.

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Lic. No.
OK 076003

Sheet (1) of (1)


| | | |
|-------------------------------------|------------------------|---|
| Contractor: <u>Home Creations</u> | Ph.#: <u>692-2222</u> | Project: <u>Turtlewood 7th Addition</u> |
| Address: <u>2252 N Broadway St.</u> | Fax #: <u>793-6024</u> | Address: <u>SE 29th & Westminster</u> |
| <u>Moore, OK 73160</u> | Email: _____ | <u>Midwest City, OK</u> |

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Water Line** installation as described on the plans and outlined below.

Public Water Line

| ITEM # | ITEM | UNIT | Qty | PRICE | TOTAL |
|-------------------|-----------------------------------|------|------|----------|-------------------|
| 1 | 8" PVC Pipe C-900 | LF | 3139 | 46.00 | 144,394.00 |
| 2 | 6" PVC Pipe C-900 | LF | 225 | 28.00 | 6,300.00 |
| 3 | Remove existing 8" plug & blowoff | EA | 2 | 200.00 | 400.00 |
| 4 | Connect to existing 8" water line | EA | 2 | 200.00 | 400.00 |
| 5 | 8" x 8" Tee | EA | 2 | 610.00 | 1,220.00 |
| 6 | 8" x 6" Tee | EA | 6 | 600.00 | 3,600.00 |
| 7 | 8" Gate valve & box | EA | 6 | 1,650.00 | 9,900.00 |
| 8 | 8" Solid sleeve | EA | 2 | 200.00 | 400.00 |
| 9 | 8" x 11 1/4° Bend | EA | 6 | 425.00 | 2,550.00 |
| 10 | 8" x 22 1/2° Bend | EA | 13 | 450.00 | 5,850.00 |
| 11 | 8" x 45° Bend (vertical) | EA | 4 | 600.00 | 2,400.00 |
| 12 | 6" Gate valve & box | EA | 7 | 1,090.00 | 7,630.00 |
| 13 | 6" x 11 1/4° Bend | EA | 1 | 300.00 | 300.00 |
| 14 | 6" x 22 1/2° Bend | EA | 9 | 300.00 | 2,700.00 |
| 15 | 6" x 90° Bend | EA | 1 | 400.00 | 400.00 |
| 16 | Fire hydrant | EA | 6 | 2,490.00 | 14,940.00 |
| 17 | Fire hydrant riser | EA | 6 | 410.00 | 2,460.00 |
| 18 | River sand backfill | CY | 490 | 22.00 | 10,780.00 |
| 19 | Type 'A' aggregate | TON | 89 | 335.00 | 29,815.00 |
| 20 | Testing & disinfection | LS | 1 | 1,000.00 | 1,000.00 |
| 21 | Single short service (SSS) | EA | 13 | 450.00 | 5,850.00 |
| 22 | Single long service (SLS) | EA | 6 | 450.00 | 2,700.00 |
| 23 | Double short service (DSS) | EA | 17 | 900.00 | 15,300.00 |
| 24 | Double long service (DLS) | EA | 11 | 1,100.00 | 12,100.00 |
| 25 | Connect to ex. 18" water line | EA | 1 | 1,000.00 | 1,000.00 |
| 26 | 18" x 8" Tapping saddle | EA | 1 | 3,950.00 | 3,950.00 |
| 27 | 8" Tapping valve & box | EA | 1 | 2,100.00 | 2,100.00 |
| 28 | 8" x 90° Bend | EA | 2 | 410.00 | 820.00 |
| 29 | 8" Plug | EA | 1 | 200.00 | 200.00 |
| 30 | 2" Blow off assembly | EA | 1 | 1,250.00 | 1,250.00 |
| 31 | Sleeving for 8" water line | LF | 115 | 70.00 | 8,050.00 |
| 300,759.00 | | | | | 300,759.00 |

Contract Amount \$ 300,759.00

Submitted By: 

Title: Vice President

Date: 5/22/2023

Accepted By: _____

Title: _____

Date: _____

DEVELOPMENT – PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30191772

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Seventeen Thousand Sixty Eight and 00/100 (\$ 17,068.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Turtlewood 7th Addition, SE 29th & Westminster, Public Sanitary Sewer (the "Improvement"), for a period of 1 years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Home Creations dated the 22nd day of May, 20 23, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed, and delivered this 22nd day of May, 20 23

ATTEST: [Signature]
Secretary

H & H Plumbing & Utilities, Inc.
Principal

By [Signature]

Western Surety Company
Surety

ATTEST: [Signature]
Secretary

By [Signature]
Melanie Ankeney Attorney-in-Fact

Approved as to form and legality this _____ day of _____, 20 _____

City Attorney

Accepted by the City Council of the City of Midwest City this _____ day of _____, 20 _____

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

H & H Plumbing & Utilities, Inc.

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Lic. No.
OK 076003

Sheet (1) of (1)

Contractor: Home Creations Ph.#: 692-2222 Project: Turtlewood 7th Addition
Address: 2252 N Broadway St. Fax #: 793-6024 Address: SE 29th & Westminster
Moore, OK 73160 Email: _____ Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Sanitary Sewer** installation as described on the plans and outlined below.

Public Sanitary Sewer

| ITEM # | ITEM | UNIT | Qty | PRICE | TOTAL |
|--------|--|------|------|----------|-------------------|
| 1 | 8" Sanitary sewer pipe SDR-35 | LF | 2897 | 18.00 | 52,146.00 |
| 2 | 4' Diameter manhole, complete, 0' - 6' deep | EA | 18 | 2,050.00 | 36,900.00 |
| 3 | 4' Diameter drop manhole, complete, 0' - 6' deep | EA | 1 | 2,050.00 | 2,050.00 |
| 4 | Extra depth manhole wall | VF | 56 | 175.00 | 9,800.00 |
| 5 | Drop connection | VF | 4 | 100.00 | 400.00 |
| 6 | Connect to existing sanitary sewer manhole | EA | 1 | 700.00 | 700.00 |
| 7 | 8" x 4" Wye | EA | 54 | 110.00 | 5,940.00 |
| 8 | 4" x 1/8" Bend | EA | 61 | 35.00 | 2,135.00 |
| 9 | 4" Riser pipe | VF | 490 | 4.00 | 1,960.00 |
| 10 | 4" Service line | LF | 649 | 7.00 | 4,543.00 |
| 11 | 8" x 4" Wye saddle | EA | 1 | 1,000.00 | 1,000.00 |
| 12 | Trench excavation & backfill, 6' - 8' deep | LF | 853 | 8.00 | 6,824.00 |
| 13 | Trench excavation & backfill, 8' - 10' deep | LF | 1674 | 10.00 | 16,740.00 |
| 14 | Trench excavation & backfill, 10' - 12' deep | LF | 249 | 12.00 | 2,988.00 |
| 15 | Trench excavation & backfill, 12' - 14' deep | LF | 121 | 14.00 | 1,694.00 |
| 16 | River sand bedding and backfill | TON | 445 | 35.00 | 15,575.00 |
| 17 | type 'A' aggregate | TON | 139 | 35.00 | 4,865.00 |
| 18 | Deflection test | LS | 1 | 1,000.00 | 1,000.00 |
| 19 | Leakage test | LS | 1 | 1,000.00 | 1,000.00 |
| 20 | Manhole testing | LS | 1 | 1,000.00 | 1,000.00 |
| 21 | New service on existing manhole | EA | 1 | 200.00 | 200.00 |
| 22 | Plug & abandon exist wye | EA | 1 | 100.00 | 100.00 |
| 23 | Steel casing for 8" main | LF | 16 | 70.00 | 1,120.00 |
| | | | | | 170,680.00 |

Contract Amount \$ 170,680.00

Submitted By: Carl Hendrix

Title: Vice President

Date: 5/22/2023

Accepted By: _____

Title: _____

Date: _____

DEVELOPMENT – PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30191770

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Thirty Six Thousand Four Hundred Two and 00/100 (\$ 36,402.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Turtlewood 7th Addition, SE 29th & Westminster, Public Storm Sewer (the "Improvement"), for a period of 5 years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Home Creations dated the 22nd day of May, 20 23, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed, and delivered this 22nd day of May, 20 23

ATTEST:

Secretary

Paul Hill

H & H Plumbing & Utilities, Inc.

Principal

By

Carl Hendrix

Western Surety Company

Surety

By

Melanie Ankeney
Melanie Ankeney Attorney-in-Fact

ATTEST:

Secretary

Jenny Caszko

Approved as to form and legality this _____ day of _____, 20 _____

City Attorney

Accepted by the City Council of the City of Midwest City this _____ day of _____, 20 _____

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2023

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 | | CONTACT NAME: Laura Hafenscher CPCU AIS | |
| Tatum Insurance LLC | | PHONE (A/C, No, Ext): (480) 939-4300 | FAX (A/C, No): |
| 8687 E VIA DE VENTURA | | E-MAIL ADDRESS: lh@TatumInsurance.com | |
| SUITE 118 | | INSURER(S) AFFORDING COVERAGE | |
| SCOTTSDALE AZ 85258 | | INSURER A: THE PHOENIX INSURANCE COMPANY | NAIC # 25623 |
| INSURED | | INSURER B: THE CHARTER OAK FIRE INS CO | 25615 |
| H & H PLUMBING & UTILITIES, INC | | INSURER C: Travelers Property Casualty Company of America | 25674 |
| 381 W ADKINS HILL RD | | INSURER D: Westchester Surplus Lines Insurance Company | |
| NORMAN OK 73072 | | INSURER E: | |
| | | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | Y | DT-CO-3K760728-PHX-23 | 01/01/2023 | 01/01/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 810-3K753909-23-26-G | 01/01/2023 | 01/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | Y | CUP-3K782106-23-26 | 01/01/2023 | 01/01/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | Y | UB-3K761159-22-26-G | 01/01/2023 | 01/01/2024 | <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 | Contractors Pollution Liability | | | G74392386 001 | 01/01/2023 | 01/01/2024 | CLAIMS MADE 2,000,000 DEDUCTIBLE 2,500 | |

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

PROJECT: Turtlewood 7th Addition SE 29th & Westminster MIDWEST CITY OK. Public Storm Sewer. General Liability: Blanket AI when required by written contract (#CGD246 04-19). Blanket Waiver of Subrogation when required by written contract (#CGD316 02-19). Blanket Primary/Non-Contributory when required by written contract (#CGD246 04-19). Automobile: Blanket AI when required by written contract (CAF135). Workers Compensation: Blanket Waiver of Subrogation when required by written contract (WC00313 00). Blanket 30 day notice of cancellation when required by written contract (ILT405)**. Umbrella Liability: Blanket AI follow form with underlying coverages. **Except 10-day notice of cancellation for non-payment of premium (IL0236).

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MIDWEST CITY

100 N MIDWEST CITY

MIDWEST CITY OK 73110

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

Laura Hafenscher

H & H Plumbing & Utilities, Inc.

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Lic. No.
OK 076003

Sheet (1) of (1)

Contractor: Home Creations Ph.#: 692-2222 Project: Turtlewood 7th Addition
Address: 2252 N Broadway St. Fax #: 793-6024 Address: SE 29th & Westminster
Moore, OK 73160 Email: _____ Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Storm Sewer** installation as described on the plans and outlined below.

Public Storm Sewer

| ITEM # | ITEM | UNIT | Qty | PRICE | TOTAL |
|--------|---|------|------|----------|-------------------|
| 13 | Remove ex. 30" PCES & connect to ex. 30" RCP | LS | 1 | 100.00 | 100.00 |
| 14 | 30" RCP | LF | 216 | 75.00 | 16,200.00 |
| 15 | 30" RCP w/ 'O' ring gasket | LF | 26 | 80.00 | 2,080.00 |
| 16 | 4' Wide concrete flume w/ variable curb height | LF | 652 | 100.00 | 65,200.00 |
| 17 | 4' Wide x 6" deep concrete overflow flume | LF | 216 | 50.00 | 10,800.00 |
| 18 | Standard design 2-2 inlet w/ 2 grates & 6 hoods | EA | 2 | 4,900.00 | 9,800.00 |
| 19 | Standard box type inlet w/ (1) 4'Wx6"D opening | EA | 1 | 5,000.00 | 5,000.00 |
| 20 | Standard drop inlet for 30" RCP w/ handrails | EA | 1 | 4,750.00 | 4,750.00 |
| 21 | Type 'A' aggregate | TON | 18 | 35.00 | 630.00 |
| 22 | Std. reflector type barricade | EA | 2 | 200.00 | 400.00 |
| 23 | 12" Nyloplast inline drain w/ standard grate | EA | 12 | 1,150.00 | 13,800.00 |
| 24 | 18" HDPE | LF | 747 | 40.00 | 29,880.00 |
| 25 | Retaining wall of variable height | LF | 1956 | 105.00 | 205,380.00 |
| | | | | | 364,020.00 |

Contract Amount \$ 364,020.00

Submitted By: Carl Hendrix

Title: Vice President

Date: 5/22/2023

Accepted By: _____

Title: _____

Date: _____

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Turtlewood 7th Addition
PROJECT LOCATION: SE 29th & Westminster Midwest City, OK
TYPE OF CONSTRUCTION: Public Storm Sewer

OWNER'S AFFIDAVIT OF ACCEPTANCE

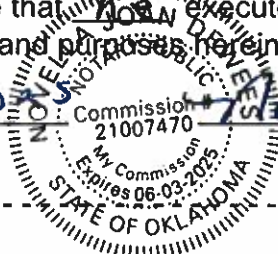
I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$364,020.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] OWNER Date: 9/11/24

STATE OF Oklahoma)
)ss.
COUNTY OF CLEVELAND)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 11th day of SEPT, 2024, personally appeared HOSSIAN FARZAN to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that HOSSIAN executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 6/3/2025 [Signature] NOTARY PUBLIC



CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature] Date: September 10, 2024
H & H Plumbing & Utilities, Inc.

STATE OF Oklahoma)
)ss.
COUNTY OF McClain)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 10th day of September, 2024, personally appeared Chad Madden to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 8/24/2024 [Signature] NOTARY PUBLIC



My Commission #20010323



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: September 24, 2024

Subject: Discussion, consideration, and possible action of the acceptance of maintenance bonds from Schwartz Paving, Inc. in the amount of \$55,846.13.

The five year maintenance bonds from Schwartz Paving, Inc. are for the public paving improvements constructed for the Turtlewood, 7th Addition, located near the intersection of S.E. 29th Street and Westminster Road.

Patrick Menefee, P.E.,
City Engineer
Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond No.: 9460705

KNOW ALL BY THESE PRESENTS that we, Schwarz Paving Company, Inc.,
as Principal, and Fidelity and Deposit Company of Maryland,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation
in the state of Oklahoma, in the full and just sum of Fifty Five Thousand Eight Hundred Forty Six and 13/100 dollars
(\$ 55,846.13), such sum being not less than ten percent (10%) of the total contract price to
construct or install Turtlewood Section 7 Paving Only (the
"Improvement"), for a period of 5 years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and Farzanch Development, LLLP, dated the 1st day of
March, 20 23, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs
or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be
due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary
to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to
make the repairs, and that the cost of all repairs shall be so determined from time to time during the
Maintenance Period, as the condition of the Improvement may require.

signed, sealed and delivered this 10th day of September, 2024.



[Signature]
Secretary

Schwarz Paving Company, Inc.
Principal

By [Signature]
John Mayfield, President

Fidelity and Deposit Company of Maryland
Surety

By [Signature]
Dillon Roschamcr, Attorney-in-Fact

ATTEST:
[Signature]
Secretary
Jana Taylor, Witness



APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of
_____, 20____.

City Clerk

Mayor

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Michael F. ROSS, John G. HESTER, Debbie JOHNS, Jeffrey J. BURTON, Dillon B. ROSENHAMER, Carrie J. TRUE, Jana M. TAYLOR, Cassidy SCOTT of Oklahoma City, OK, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of December, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 13th day of December, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of September, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



SCHWPAV01C

JMAYORGA

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/11/2024

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 License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118 | CONTACT NAME: Jasmin Mayorga, CISR, CRIS PHONE (A/C, No, Ext): (405) 556-2288 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Jasmin.Mayorga@INSURICA.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---------------------------------------|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Schwarz Paving Company, Inc. 8251 W. Reno Oklahoma City, OK 73127 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER B : CompSource Mutual Insurance Company</td> <td style="text-align: center;">36188</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Phoenix Insurance Company | 25623 | INSURER B : CompSource Mutual Insurance Company | 36188 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | |
| INSURER B : CompSource Mutual Insurance Company | 36188 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CO3L752226 | 10/1/2023 | 10/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 8103L642652 | 10/1/2023 | 10/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | 03556847 | 10/1/2023 | 10/1/2024 | <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 |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| The City of Midwest City 100 N. Midwest Blvd Midwest City, OK 73110 | 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 |
|---|---|

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Juttlewood Section 7
PROJECT LOCATION: SE 29th & S. Westminster Rd
TYPE OF CONSTRUCTION: Road Paving only

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was preformed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 538,461.25 less the City of Midwest City, Engineering Division Inspection Fees.

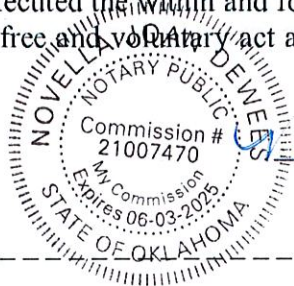
By [Signature]
OWNER

Date: Sept 12, 2024

STATE OF OKLAHOMA
)ss.
COUNTY OF CLEVELAND

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 15th day of SEPT, 2024, personally appeared JALAL FARZANEH, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 6/3/2025



[Signature]
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By Schwarz Paving Company, Inc.
CONTRACTOR

Date: Sept. 11, 2024

STATE OF Oklahoma
)ss.
COUNTY OF Canadian

[Signature]

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 11 day of Sept, 2024, personally appeared Brian Schwarz, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: June 16, 2026



[Signature]
NOTARY PUBLIC



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
www.midwestcityok.org
Office: 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager


Date: September 24, 2024

Subject: Discussion, consideration, and possible action of appointing Ms. Donna Swartz to the Midwest City Historical Society as the Mayoral representative for a three-year term ending on August January 12, 2027.

Rita Maxwell would like to nominate Ms. Swartz as the Ward 3 representative on the MWC Historical Society. Per Midwest City Resolution 2023-20 and will have an inaugural term of three years.

As previously discussed at the August 22, 2023 City Council meeting, the Historical Society will likely hold their first meeting in January 2024; therefore, all terms should commence thereafter.

| | <u>Term Expires</u> |
|--------------------|---------------------|
| (M) Cidy Mikeman | 01/12/27 |
| (W1) Vacant | |
| (W2) Bob Osmond | 01/14/25 |
| (W3) Vacant | |
| (W4) Malana Bracht | 01/13/26 |
| (W5) Avis Bonner | 08/18/26 |
| (W6) DeAnn Bower | 01/12/27 |



Tim L. Lyon, City Manager

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: September 24, 2024

Subject: Discussion, consideration, and possible action of declaring two (2) fire hose dryers as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Fire - B. Norton))

Discussion and consideration of declaring two (2) fire hose dryers as surplus. The Circul-Air brand Fire Hose Dryers Model # DL555 are over 30 years old, and in varying states of function, and have been replaced in 2024.

Staff recommends approval.



Bert Norton
Fire Chief



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: September 24, 2024

SUBJECT: Discussion, consideration and possible action declaring 1 Folder/Sealer listed below as surplus, authorizing disposal of this property by public auction or sealed bid.

The Folder/Sealer listed below is no longer used by the Midwest City Police Department. We are requesting this item be declared surplus and disposal be authorized either through public auction or sealed bid.

1. Folder/Sealer: Pressure Seal Systems (Serial # 1259)

This item is not estimated to have a value or sell for \$10,000.00 or more.

Staff recommends approval.

Greg Wipfli

Greg Wipfli, Chief of Police

Attachment: Picture



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

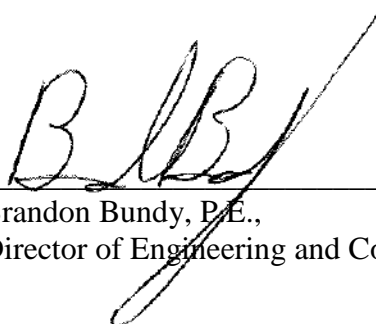
DATE : September 24, 2024

SUBJECT : Discussion, consideration, and possible action declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

The Department of Engineering and Construction Services requests to declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

- 4 yellow (4 drawer) file cabinets
- 2 brown (4 drawer) file cabinets
- 1 cabinet for mounting on wall and holding fire extinguishers
- 6 x 4 cork Board
- 2 x 2 cork Board
- 3 x 2 cork Board
- Blueprint Plan Holder
- Computer Desk
- Code Books
- Wheel Chair

If declared surplus, these items will be placed on websites for disposal through sealed bid, public auction, or by other means as necessary.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: September 24, 2024

SUBJECT: Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

| CPU | | |
|--------------------|-----------------------|----------------------|
| Inventory # | Manufacturer | Serial Number |
| 2970 | Optiplex 3070 | HFVJ333 |
| 2889 | Optiplex 3070 | C9D3613 |
| 2888 | Optiplex 3070 | C9D7613 |
| 2887 | Optiplex 3070 | C9D2613 |
| 2886 | Optiplex 3070 | C9D5613 |
| 2884 | Optiplex 3070 | C9D8613 |
| 2883 | Optiplex 3070 | C9D4613 |
| 2882 | Optiplex 3070 | C9D9613 |
| 2881 | Optiplex 3070 | C9D1613 |
| 2866 | Optiplex 3070 | 7T5H513 |
| 2865 | Optiplex 3070 | 4XLJ513 |
| 2864 | Optiplex 3070 | 7T3WH03 |
| 2863 | Optiplex 3070 | 7T4K513 |
| 2862 | Optiplex 3070 | 7T3YH02 |
| 2861 | Optiplex 3070 | 7T4N513 |
| 2814 | Optiplex 3070 | 33ST903 |
| 2724 | Optiplex 3060 | 995HBZ2 |
| 2721 | Optiplex 3060 | 995JBZ2 |
| 2571 | Precision Tower T3620 | JV2GJV2 |



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

| | | |
|------|----------------------------|--------------|
| 2492 | Precision Tower T3620 | 4BSHHQ2 |
| 2489 | Precision Tower T3620 | D2WY0Q2 |
| 2488 | Precision Tower T3620 | D2XS0Q2 |
| 2487 | Precision Tower T3620 | D2WX0Q2 |
| 2821 | iPad | F9FZLA8RMDG4 |
| 3078 | iPad | GG7F606RQ1KV |
| 3483 | iPad | QC2XV9MP65 |
| 3361 | iPad | DRY3345R7J |
| 2824 | iPad | F9FZL86QMDG4 |
| 2494 | iPad | GG7X10BSJF88 |
| 2615 | Surface Pro 5 | 34427181953 |
| 762 | Vostro 3550 | 9FMZMT1 |
| 765 | Dell Optiplex 3010 | 4MFZ5V1 |
| 2549 | Dell Precision Tower T3620 | BRXZCV2 |
| 2550 | Dell Precision Tower T3620 | BRXXCV2 |
| 2855 | Dell Optiplex 3070 | 1YPZ903 |
| 2864 | Dell Optiplex 3070 | 7T3WH03 |
| 2503 | Precision Tower T3620 | 47K4MR2 |
| 2502 | Precision Tower T3620 | 47K3MR2 |
| 2501 | Precision Tower T3620 | 47K1MR2 |
| 2499 | Dell Optiplex XE2 | 93K1XQ2 |
| 2552 | Precision Tower T3620 | F17VCV2 |
| 2964 | Dell Optiplex 3070 | CJ45F33 |
| 2667 | Dell Optiplex 3060 | 3XYYN2 |
| 2868 | Dell Optiplex 3070 | 7T4YH03 |
| 2869 | Dell Optiplex 3070 | 7T4XH03 |
| 2668 | Dell Optiplex 3060 | 3XY6PY2 |
| 2548 | Precision Tower T3620 | BRXYCV2 |
| 2615 | Surface Pro 5 | 34427181953 |
| 2854 | Dell Optiplex 3070 | 1YPT903 |
| 2968 | Dell Optiplex 3070 | CJ44F33 |
| 2546 | Precision Tower T3620 | 71PX9T2 |
| 2967 | Dell Optiplex 3070 | CHW3F33 |
| 2545 | Precision Tower T3620 | 71QV9T2 |
| 2544 | Precision Tower T3620 | 71Q1BT2 |
| 2543 | Precision Tower T3620 | 71Q0BT2 |
| 2542 | Precision Tower T3620 | 71PV9T2 |
| 2541 | Precision Tower T3620 | 71PW9T2 |
| 2876 | Latitude 5420 Rugged | F33LTG2 |
| 2641 | Dell Optiplex 3060 | DXMX3Y2 |
| 1989 | Precision Tower T5810 | 6D2JXG2 |
| 3169 | Dell Optiplex 3080 | 8YC9NF3 |
| 2813 | Dell Optiplex 3070 | 33SW903 |



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

| | | |
|------|----------------------------|-----------|
| 2539 | Precision Tower T3620 | 979Y9T2 |
| 2535 | Precision Tower T3620 | 979X9T2 |
| 2537 | Precision Tower T3620 | 9790BT2 |
| 2816 | Dell Optiplex 3070 | 33T1B03 |
| 2860 | Dell Optiplex 3070 | 7T5K513 |
| 2486 | Precision Tower T3620 | 9ST7RP2 |
| 2540 | Precision Tower T3620 | 71PY9T2 |
| 2632 | Dell Optiplex 3060 | 7BJFPX2 |
| 942 | Dell Optiplex 3010 | 4GS0JX1 |
| 2485 | Precision Tower T3620 | 9ST6RP2 |
| 2475 | Precision Tower T3620 | 9ST9RP2 |
| 2474 | Precision Tower T3620 | 9ST8RP2 |
| 2637 | Latitude 5500 | 85VB2X2 |
| 2491 | XPS 15 9570 | 7W7NLQ2 |
| 2142 | Satellite S55T | 3F116878C |
| 1924 | Latitude E5470 | D3SKR72 |
| 2004 | Precision Tower T5600 | BJT2XV1 |
| 2638 | Latitude 5500 | 4Q672X2 |
| 2508 | Inspiron 5570 | 73DNGP2 |
| 2639 | Latitude 5500 | JNY72X2 |
| 2642 | Dell Optiplex 3060 | DXLS3Y2 |
| 2643 | Dell Optiplex 3060 | DXLX3Y2 |
| 2644 | Dell Optiplex 3060 | DXKT3Y2 |
| 2646 | Dell Optiplex 3060 | DXNR3Y2 |
| 2648 | Dell Optiplex 3060 | DXKS3Y2 |
| 2649 | Dell Optiplex 3060 | DXLR3Y2 |
| 2650 | Dell Optiplex 3060 | DXMS3Y2 |
| 2652 | Dell Optiplex 3060 | DXMW3Y2 |
| 2653 | Dell Optiplex 3060 | DXKX3Y2 |
| 2654 | Dell Optiplex 3060 | DXLV3Y2 |
| 2658 | Dell Optiplex 3060 | DXMV3Y2 |
| 2647 | Dell Optiplex 3060 | DXKW3Y2 |
| 2659 | Dell Optiplex 3060 | DXNS3Y2 |
| 2660 | Dell Optiplex 3060 | DXKV3Y2 |
| 2661 | Dell Optiplex 3060 | DXMR3Y2 |
| 2715 | Latitude 7390 | 5J2Q0Z2 |
| 2726 | Dell Optiplex 3060 | 995QRZ2 |
| 2141 | Dell Precision Tower T1650 | HGD5DX1 |

| MISCELLANEOUS | | |
|----------------------|----------------------|----------------------|
| Quantity | Hardware Type | Serial Number |
| 41 | Dell Monitor | |
| 52 | APC UPS | |



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

| | | |
|----|----------------------------|--|
| 5 | Allworx phone | |
| 5 | Miscellaneous box | |
| 1 | Broken printer tray | |
| 4 | Avigilon Camera | |
| 11 | Server Rack Tray | |
| 1 | Box of TimeClocks | |
| 2 | Sony TV | |
| 1 | Box of radio equipment | |
| 2 | 28 Port POE Managed Switch | |



DISCUSSION ITEMS



To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: September 24, 2024

Subject: (PC-2181) Public hearing, discussion, consideration, and possible action of approval the Final Plat of Glenhaven Commercial for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

Executive Summary: The Applicant, Mr. Joel Bryant of Bentwood Investments, is requesting approval of the final plat of Glenhaven Commercial.

The final plat is for one (1) lot with a total of 1.33 acres. The lot is zoned C-3, Community Commercial District. Any use allowable in the C-3 district shall be permitted. All development regulations for the C-3 district shall be observed.

Sight-proof screening shall be required. When a property zoned commercial, industrial, or office, lies adjacent to property zoned residential, the property owner or occupant must erect sight-proof screening along the side and rear property lines of the property prior to any commercial, industrial, or office use of the property.

Staff performed their standard review of the final plat. All Zoning and Engineering requirements have been satisfied. Public Works notes that corrections to the new infrastructure must be made before construction.

At the time of a building permit, grade work for the site will be completed with onsite detention and onsite drainage improvements, half-street improvements shall be completed, and sidewalk improvements for all road frontages of the site shall be completed.

Development is subject to formal review by Engineering, Chief Building Official, Planning & Zoning, Fire Marshal, Utilities, and Health Department (if applicable) when building permit is submitted.

Both state and local notification requirements were met.

At the time of this writing, staff has not received any calls or emails in favor or opposition of this proposal.

The Applicant was present at the Planning Commission meeting and addressed the Commission.

Staff recommends approval of the final plat subject to all staff comments.



Planning Commission recommended unanimous approval (4-0).

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- August 6, 2024 (tabled); September 3, 2024

City Council- August 27, 2024 (tabled); September 24, 2024

Date of Pre-Application Meeting:

June 19, 2024

Council Ward: Ward 4, Marc Thompson

Owner: Joel Bryant (Bentwood Investments, LLC)

Applicant: Joel Bryant (Bentwood Investments, LLC)

Size: Contains an area of 1.33 acres MOL

Zoning Districts:

Area of Request- C-3, Community Commercial District

North- PUD, Planned Unit Development governed by R-MD, Medium Density Residential District

South- C-3, Community Commercial District

East- C-3, Community Commercial District

West- C-3, Community Commercial District

Land Use:

Area of Request- Vacant

North- Vacant

South- Crest; Hopkins Haircare; House of Dank

East- Mark's Pharmacy; Multi-tenant commercial building

West- Vacant commercial structure

Municipal Code Citation:

Sec. 38-19 – Final Plat

Sec. 38-19.1. Purpose.

The purpose of a final plat is to ensure:

- (a) *Consistency with standards.* That the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities;
- (b) *Provide for public improvements.* That public improvements to serve the subdivision or development have been installed and accepted by the city or that provision for such installation has been made; and
- (c) *Other requirements and conditions.* That all other requirements and conditions have been satisfied or provided for to allow the final plat to be recorded.

History:

1. The preliminary plat was approved by Council in August of 2022.

2. The rezone of this parcel to C-3, Community Commercial District was approved in September 2022. The subject property “overlapped” the previously approved PUD, and applicant’s intent was to exclude this portion of the property from the PUD at time of the final plat.
3. The final plat was tabled at the August 2, 2024 Planning Commission meeting to September 3, 2024.
4. Planning Commission recommended unanimous approval (4-0) at the September 3, 2024 meeting.

Next Steps:

If Council approves this rezone, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital). After filed copy is received, building permits can be pulled.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a final plat application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: This application is for the final plat of the Glenhaven Commercial development located at the northwest corner of East Reno Avenue and Glenhaven Drive.

Public Improvements

The requirements of the public improvements can be found in the Subdivision Regulations under: *Sec. 38-30.1. Completion prior to final plat approval and recordation.*

- (a) Construction required prior to final plat approval and recordation. Completion of all required public improvements, in accordance with the approved preliminary plat and the approved construction plans, shall occur prior to final plat approval and recordation.
- (b) Final plat shall not be accepted. A final plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of all required public improvements.

Upon application of final plat, this office reviewed all the public improvements for compliance with the subdivision regulations.

Water

Water line improvements were not part of this application. Existing public water mains already in place will service the development.

Sanitary Sewer

Sanitary Sewer improvements were permitted through this office. The onsite extensions went through Oklahoma Department of Environmental Quality (ODEQ) review and will be maintained by the City. Construction of the improvements was inspected by the Construction Inspector and are complete.

Stormwater

Stormwater improvements were not part of this application. Grade work for the site will be completed, with onsite detention and onsite drainage improvements, at the time of a building permit.

Street

Street improvements were not part of this application. Grade work and half street improvements for Glenhaven Drive will be completed at the time of a building permit.

Sidewalk

Sidewalk improvements for the full frontage of the site will be completed at the time of a building permit.

Easements

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat.

Lighting

Public street lighting is not required as part of this application. The developer will be responsible for installing any lighting in the development.

Signage

Public signage is not required as part of this application. The developer will be responsible for installing private street signage in the development.

Record Drawings, Lien Release, and Bonding

Record drawings have been submitted to the city and filed accordingly. Bonds were provided for all the public infrastructure and a lien release has been received.

Fire Marshal's Comments:

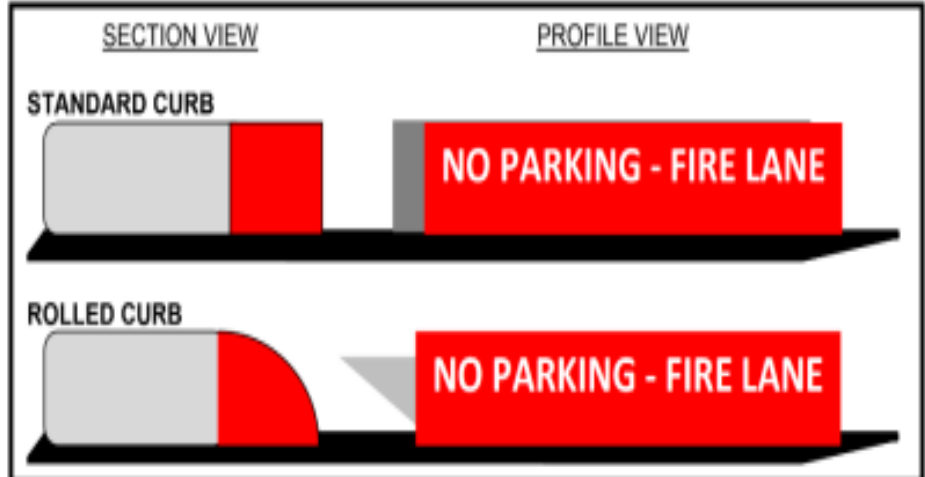
New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2018 International Fire Code (IFC), the 2018 International Building Code (IBC), and the National Fire Codes. Fire extinguishers are required to be installed in accordance with Section 906 of the International Fire Code, as well as NFPA 10.

Address shall be identified on the front side of the facility in contrasting colors and shall be legible from the public access road. IFC Section 505.

Fire / panic hardware is required on all egress doors that are not main entrance doors.

Duct detectors are required on any HVAC system that has the capability of producing 2,000 CFM. If a fire alarm system is required/provided on-site, the duct detection is required to be tied into the system.

A fire lane is required in accordance with IFC Section 503 and the Midwest City Ordinances Section 15-15. A fire lane shall mean any thoroughfare twenty (20) feet or more in width and approved and accepted by the appropriate fire official as a fire lane. Fire lanes shall be interchangeable with the term "street" for the purpose of this Code, provided the entire width of a fire lane on the same site may be used to determine



horizontal separation between two (2) or more structures. Fire lane to be a 6" continuous red stripe with "Fire Lane – No Parking" in 4" white lettering spaced every 60'-0" O.C. Face of curbs shall be painted when applicable and the fire lane shall begin at the street access / egress point of the road and wrap around into the parking lot.

Fire Alarm and Fire Suppression plans (including but not limited to hood suppression systems) shall be submitted to the Midwest City Fire Marshal's Office for review (as applicable).

Emergency preparedness plans are required to be maintained and displayed. (IFC 403.2)

Paint striping is required on the floors in front of all electrical panels indicating "No Storage" areas. (IFC 605.3)

Knox Box 3200 series lock box keyed for Midwest City Fire Department is required to be installed adjacent to the main entrance to the facility and at the riser room exterior access door as applicable. (IFC 506)

This code analysis has been provided with the current information provided from the applicant. This list is not an all-inclusive list of compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record.

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality ("ODEQ") and Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.
*Two-foot horizontal green belt buffer zone and vertical clearance zone of five feet.

Sewer

- Sanitary sewer is available to the property. The applicant shall be responsible for communicating the anticipated daily sewer discharge.

- Corrections to the new sewer infrastructure must be completed prior to construction.
- A City provided Sewer Use Survey shall be required to be submitted by applicant to address types of wastewater produced and method(s) of wastewater disposal for any new Commercial New Construction permit, Remodel permit, Change of Ownership Compliance, and/or Certificate of Occupancy applied for.

Landscaping

Protection of Utilities.

- No street tree, other than those species listed as small trees in section 42-5 of Midwest City Municipal Code, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility.

Distance from fireplugs.

- No street trees shall be planted closer than ten (10) feet from any fireplug per Section 42-9 of Midwest City Municipal Code.

**Please note, these requirements do not supersede landscape requirements per Zoning Regulations. If landscaping is to be removed due to encroachment of required utilities protection buffer and/or fireplug distance requirements, new landscaping plan shall be submitted to Planning & Zoning for approval.*

Sanitation

All new commercial buildings shall follow Ordinance No. 3427 of Midwest City Municipal Code regarding trash dumpster(s) and enclosure and dumpster site location.

(A) Dumpster Requirements

1. All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City's Environmental Services Direction in compliance with this code.
2. All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
3. Such enclosures shall have inside dimensions of no less than twelve (12) feet in width and fourteen (14) feet in length.
4. Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) foot wide clear space when open.
5. A locking device shall be installed on the gates.
6. Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) Dumpster Site Location

1. At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
2. An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

Planning Division:

Staff met with the applicant June 19, 2024 for a pre-application meeting.

The final plat is for one (1) lot with a total of 1.33 acres.

All development regulations for the C-3 district shall be observed.

Development is subject to formal site plan review at time of building permit.

Sight-proof screening shall be required. When a property zoned commercial, industrial, or office, lies adjacent to property zoned residential, the property owner or occupant must erect sight-proof screening along the side and rear property lines of the property prior to any commercial, industrial, or office use of the property.

Planning & Zoning performed their standard review and all requirements have been satisfied.

Action is at the discretion of the Council

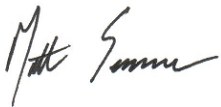
Action Required:

Approve or reject the Final Plat of Glenhaven Commercial for the property noted herein, subject to staff comments as found in the September 24, 2024 Council agenda packet and made part of the PC-2181 file.

Suggested Motion:

“To approve the Final Plat of Glenhaven Commercial subject to staff comments found in the September 24, 2024 Council agenda packet and made part of the PC-2181 file.”

Please feel free to contact the Planning Manager’s office at (405) 739-1223 with any questions.



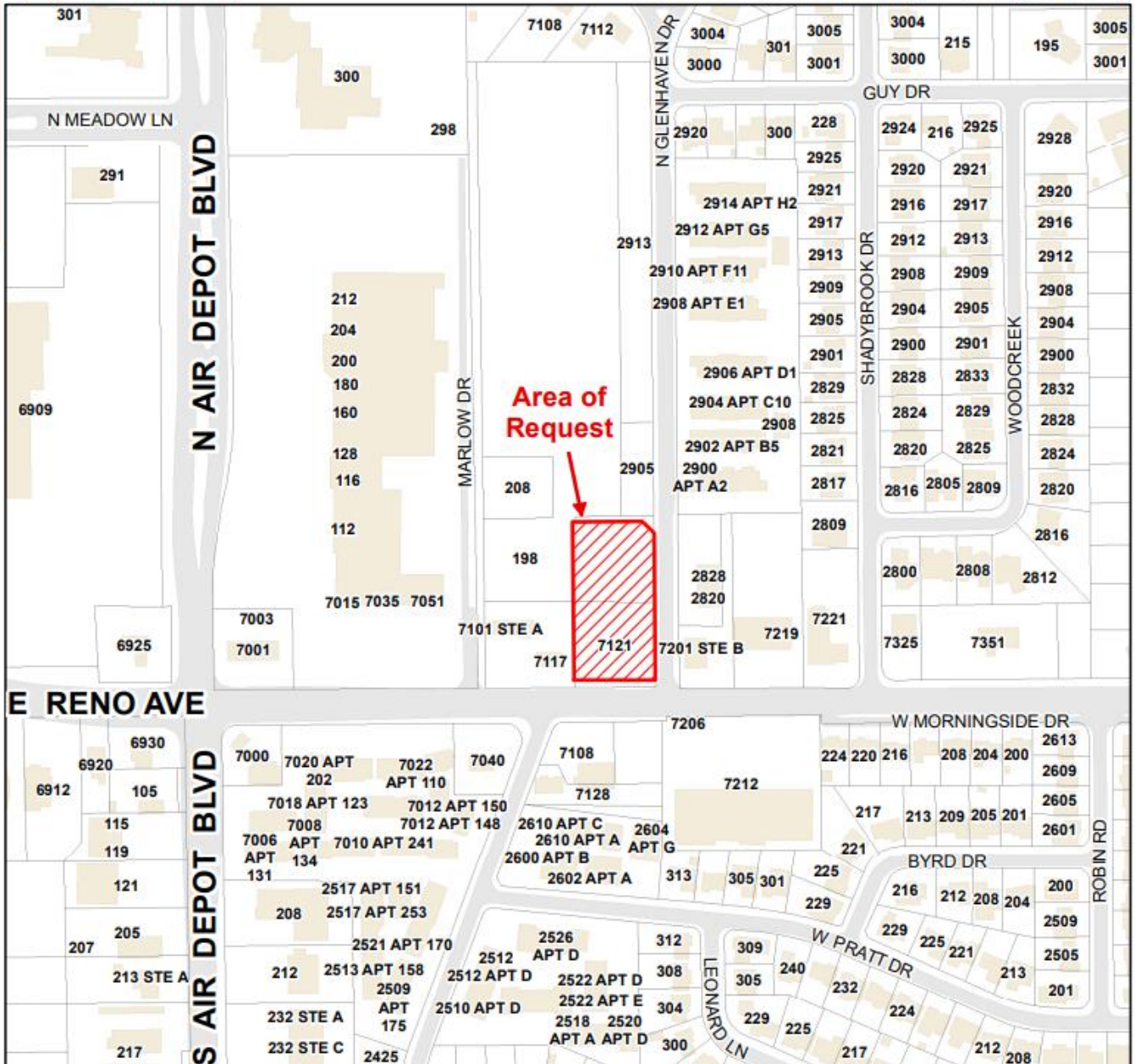
Matt Summers

Director of Planning & Zoning

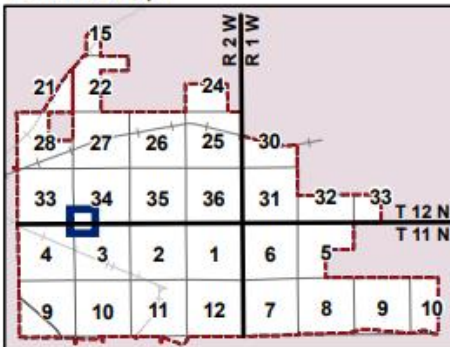
ER




GIS- Information Technology/ Planning & Zoning



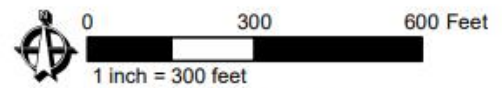
Locator Map



General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits
- Railroads**
-  Active
-  Inactive / Closed

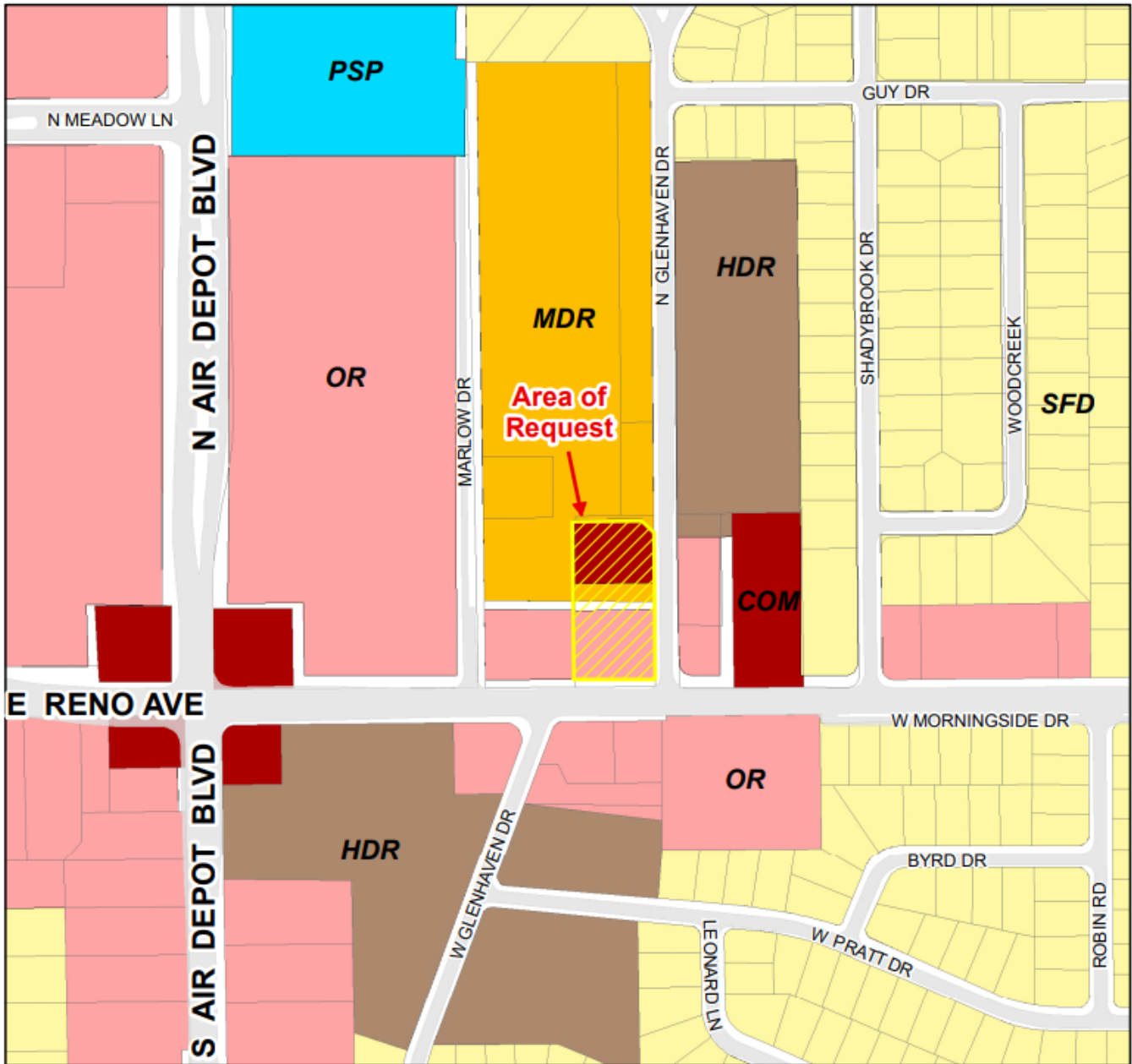
**GENERAL MAP FOR
PC-2181
(SW/4, Sec 34, T12N, R2W)**



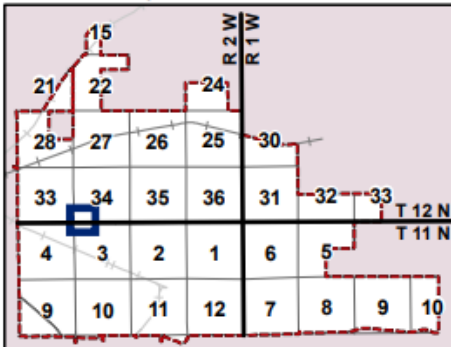
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



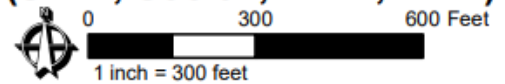
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

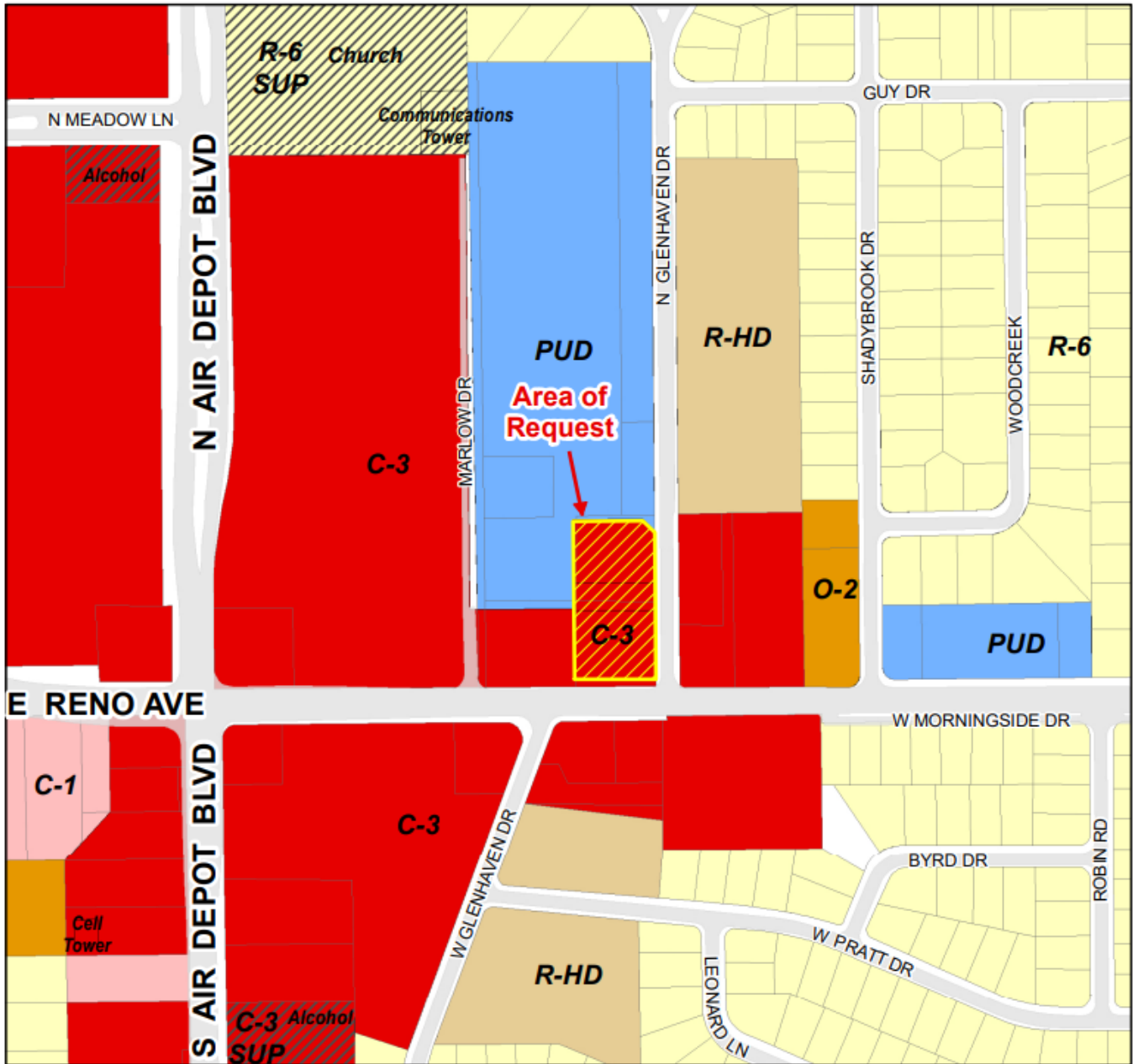
**FUTURE LAND USE
MAP FOR
PC-2181
(SW/4, Sec 34, T12N, R2W)**



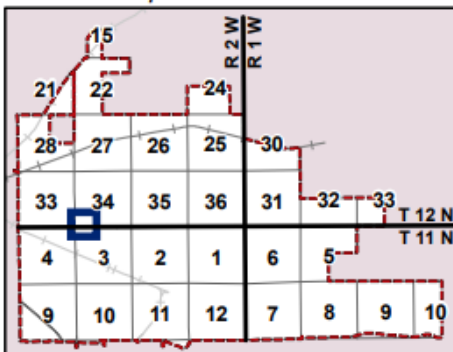
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



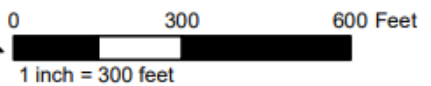
Locator Map



Current Zoning Legend

| | | |
|---------|---------|----------|
| A-1 | I-2 SUP | R-35 |
| A-1 SUP | I-3 | R-2F |
| C-1 | O-1 | R-MD |
| C-1 SUP | O-1 SUP | R-MD SUP |
| C-2 | O-2 | R-HD |
| C-2 SUP | O-2 SUP | R-HD SUP |
| C-3 | R-6 | R-MH-1 |
| C-3 SUP | R-6 SUP | R-MH-2 |
| C-4 | R-8 | PUD |
| C-4 SUP | R-10 | SPUD |
| I-1 | R-22 | HOS |
| I-2 | | HOS SUP |

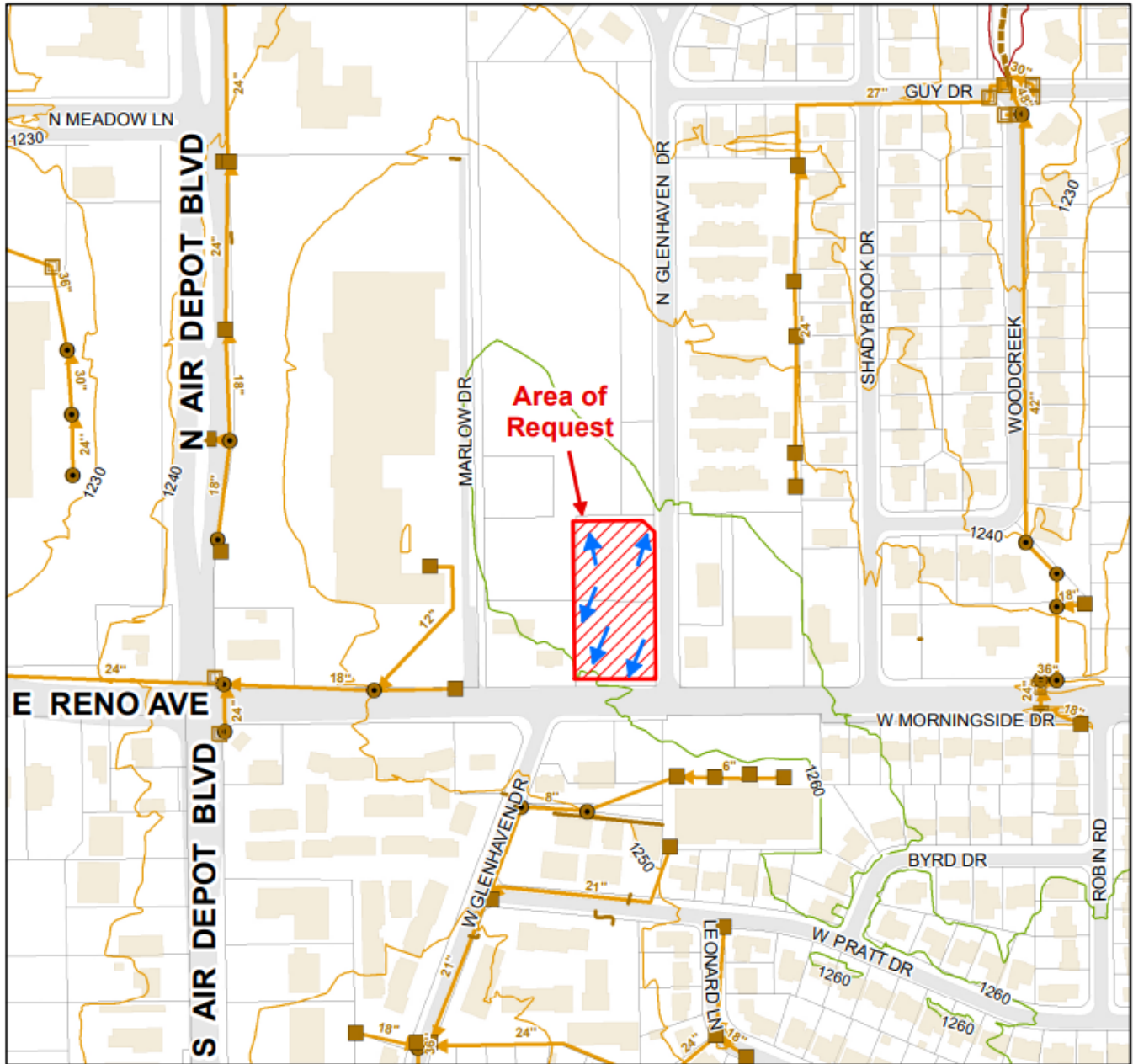
**ZONING MAP FOR
PC-2181
(SW/4, Sec 34, T12N, R2W)**



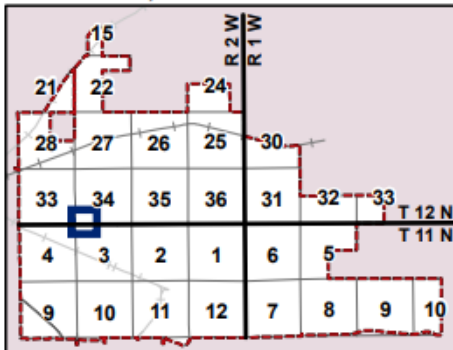
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



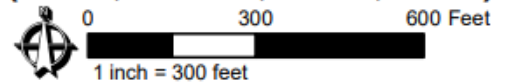
Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
 - 2009 FEMA Floodway

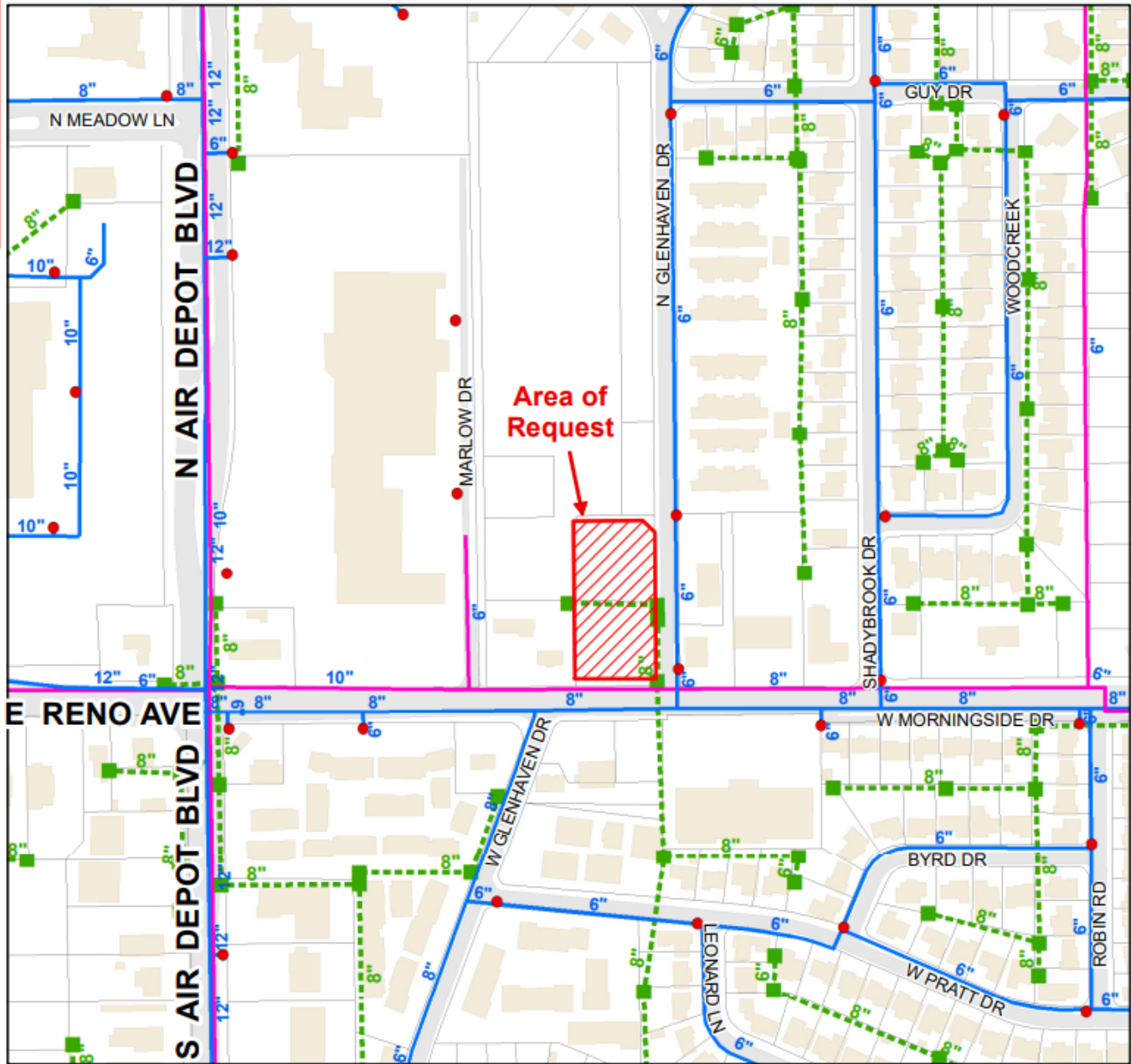
DRAINAGE LOCATION MAP FOR PC-2181 (SW/4, Sec 34, T12N, R2W)



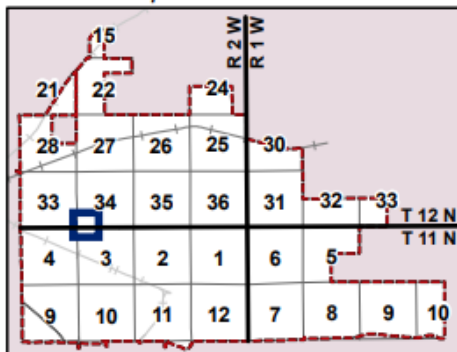
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



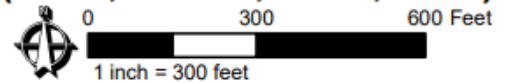
Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2181
(SW/4, Sec 34, T12N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Εγγινερινγ ανδ
Χονστρυχιον Σερωιχεσ
100 Ν Μιδωεστ Βουλεπαρδ
Μιδωεστ Χιτηψ, ΟΚ 73110
Οφφιχε 405.739.1220

NOTICE OF ACCEPTANCE

Date: August 6th, 2024

RE: Glenhaven Commercial

Bentwood Investments LLC:

I want to inform you that the infrastructure built to service the **Glenhaven Commercial** development located on the northwest corner of Glenhaven Drive and East Reno Avenue has been inspected by the City's Engineering staff and was constructed to meet the City's standards. Along with construction being complete, staff has received as-builts and lien releases for the improvements. All necessary materials have been submitted and will be voted upon for acceptance by the City Council on August 27th, 2024, closing the project.

This infrastructure includes:

- Sewer line extensions within the development.

**Patrick Menefee, P.E.,
City Engineer**

FINAL PLAT of GLENHAVEN COMMERCIAL

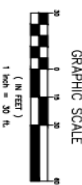
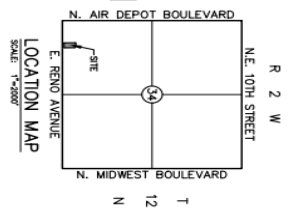
A PART OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 16, T23N, R12E, E12A, L16A, FOUND IN LOT 23, TRACT 146, WEST OF THE MAIN MERIDIAN, WEST CITY, SULLY COUNTY, OKLAHOMA FROM 5/21/2018 OCCR

SUBDIVISION CONTAINS
ONE (1) BLOCK
GROSS SUBDIVISION AREA
OF 8.134 ACRES

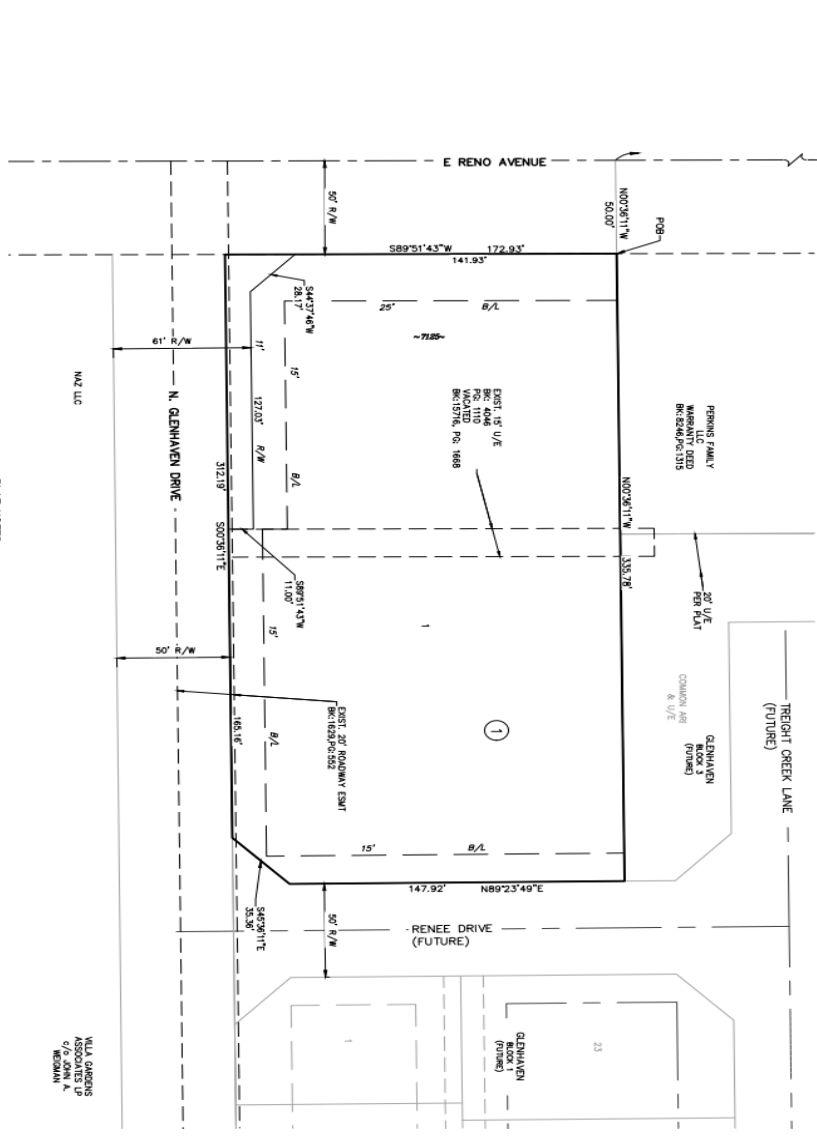
SURVEYOR:
GOLDEN LAND SURVEYING
4131 NW 22ND STREET, SUITE 100
OKLAHOMA CITY, OK 73120
(405) 848-6000

ENGINEER:
GREGG S. SMITH, P.E., L.L.C.
4131 NW 22ND STREET, SUITE 100
OKLAHOMA CITY, OK 73120
(405) 285-0841

DEVELOPER:
GLENHAVEN COMMERCIAL, L.L.C.
3177 N. SOONER BOULEVARD, SUITE 150
EDMOND, OKLAHOMA 73034



BASES OF BEARINGS:
SOUTH FROM THE NORTH
NORTH FROM THE SOUTH
PER STATE PLANE GRID NORTH



- PLAT NOTES:**
1. CENTERLINE OF RIGHT OF WAY MONUMENTS SHALL BE AS FOLLOWS:
PAVED SURFACES - A MARBLE NAIL WITH A WAGON STAMPED "GOLDEN CA 7283"
UNPAVED SURFACES - A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA 7283"
 2. THE FINAL PLAT BOUNDARY AND LOT CORNER MONUMENTS SHALL BE AS FOLLOWS:
#4 BAR W/ CAP STAMPED "GOLDEN CA 7283" UNLESS OTHERWISE NOTED

GOLDEN
LAND SURVEYING

4131 NW 22ND Street, Suite 100, Oklahoma City, Oklahoma 73120
CA # 7283 / Exp. Date = 6/30/2026
Telephone: (405) 848-6000 Job No: 21188 rev: @golden.com

DATE OF PREPARATION: 6/26/2024

RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
3000 S. SHAW BLVD
OKLAHOMA CITY, OK 73106
PH: (405) 280-6848
FAX: (405) 280-6848

GLENHAVEN COMMERCIAL FINAL PLAT P2 OF P22

To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: September 24, 2024

Subject: (PC-2182) Public hearing, discussion, consideration, and possible action of approval the Final Plat of Glenhaven for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

Executive Summary: The Applicant, Mr. Joel Bryant of Bentwood Investments, is requesting approval of the Final Plat of Glenhaven.

This final plat includes forty-one (41) lots with a total of 9.70 acres

The two tracts outlined in the PUD Master Design Statement outline the uses allowable in each tract.

The PUD Master Design Statements restricts the maximum number of dwelling units to one hundred (100).

Staff performed their standard review of the final plat. The plat meets the requirements of the Subdivision Regulations.

All development regulations outlined in the PUD Master Design Statement shall be observed. Any regulation not addressed in the PUD shall abide by the R-MD development regulations.

Development is subject to formal site plan review when building permits are pulled.

The City Attorney reviewed the Declaration of Covenants, Conditions, and Restrictions and gave his approval after applicant submitted requested revisions.

Both state and local notification requirements were met.

At the time of this writing, staff has not received any calls or emails in favor or opposition of this proposal.

The Applicant is working to install a new outlet box in the detention basin as well as obtaining an easement for a future downstream improvement. The recording of the Final Plat will be contingent upon the City Engineer approved installation of the outlet box and the dedication of the easement to the City.

The Applicant was present at the Planning Commission meeting and addressed the Commission.

Planning Commission recommended unanimous approval (4-0).



Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- August 6, 2024 (tabled); September 3, 2024
City Council- August 27, 2024 (tabled); September 24, 2024

Date of Pre-Application Meeting:

June 19, 2024

Council Ward: Ward 4, Marc Thompson

Owner: Joel Bryant (Bentwood Investments, LLC)

Applicant: Joel Bryant (Bentwood Investments, LLC)

Size: Contains an area of 9.70 acres MOL

Zoning Districts:

Area of Request- C-3, Community Commercial District
North- PUD, Planned Unit Development governed by R-MD, Medium Density Residential District
South- C-3, Community Commercial District
East- C-3, Community Commercial District
West- C-3, Community Commercial District

Land Use:

Area of Request- Vacant
North- Vacant
South- Crest; Hopkins Haircare; House of Dank
East- Mark's Pharmacy; Multi-tenant commercial building
West- Vacant commercial structure

Municipal Code Citation:

Sec. 38-19 – Final Plat

Sec. 38-19.1. Purpose.

The purpose of a final plat is to ensure:

- (a) *Consistency with standards.* That the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities;
- (b) *Provide for public improvements.* That public improvements to serve the subdivision or development have been installed and accepted by the city or that provision for such installation has been made; and
- (c) *Other requirements and conditions.* That all other requirements and conditions have been satisfied or provided for to allow the final plat to be recorded.

History:

1. As of 2010, the parcel was mostly zoned C-3, Community Commercial District with a thin strip of R-6, Single-Family Detached Residential District along Glenhaven's frontage.
2. The parcels on the east side of the area of request were created by lot split in 1978 (LS-272).

3. The Planning Commission recommended denial of an application to rezone the property to R-MD August of 2021- application was withdrawn prior to being heard at Council (PC-2085).
4. The Planning Commission recommended approval of the rezone request November of 2021.
5. The current zoning (PUD governed by C-3 & R-MD) was approved by Council in December 2021.
6. The Preliminary Plat was approved by Council in August of 2022.

Next Steps:

If Council approves this rezone, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital). After filed copy is received, new construction building permits can be pulled.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a final plat application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: This application is for the final plat of the Glenhaven subdivision located along the west side of Glenhaven Drive a little north of East Reno Avenue.

Public Improvements

The requirements of the public improvements can be found in the Subdivision Regulations under: *Sec. 38-30.1. Completion prior to final plat approval and recordation.*

- (a) Construction required prior to final plat approval and recordation. Completion of all required public improvements, in accordance with the approved preliminary plat and the approved construction plans, shall occur prior to final plat approval and recordation.
- (b) Final plat shall not be accepted. A final plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of all required public improvements.

Upon application of final plat, this office reviewed all the public improvements for compliance with the subdivision regulations.

Water

Water line improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Sanitary Sewer

Sanitary Sewer improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Stormwater

Stormwater improvements were permitted through this office. Grade work along the northern part of the subject property is still being adjusted and is an ongoing process trying to eliminate the increased runoff entering onto Glenhaven Drive, draining north from the site. At the time of this summary, it cannot be stated that the detention pond and the drainage improvements have been completed. Photos of these drainage issues north of the site are attached to this application. Construction of the other improvements were inspected by the Construction Inspector and completed.

Sidewalk

The sidewalks were permitted through this office. Construction of the improvements were inspected by the Construction Inspector and completed.

Easements

Subdivision Regulations require that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. The subject property is part of the Trail Master Plan, and a trail easement is being dedicated along the north part of the plat as required. These dedications are reflected on the final plat.

Lighting

Public street lighting has been ordered but has not been installed in the development. The developer will be responsible for installing any lighting in the development.

Signage

Public signage has been ordered but has not been installed in the development. The developer will be responsible for installing street signage in the development.

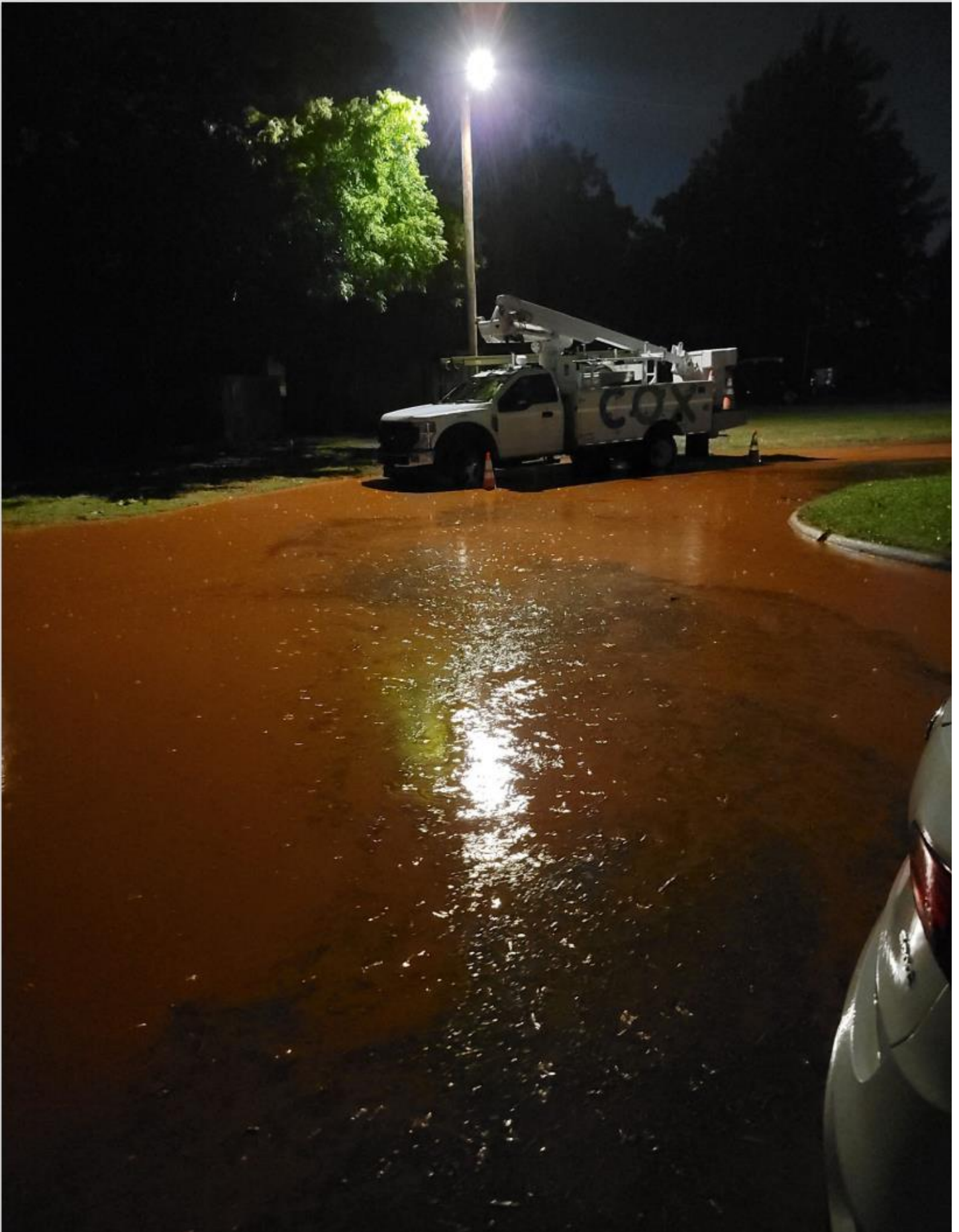
Record Drawings, Lien Release, and Bonding

Record drawings have been submitted to the city and filed accordingly. Bonds were provided for all the public infrastructure and a lien release has been received.

REST OF THIS PAGE INTENTIONALLY LEFT BLANK.







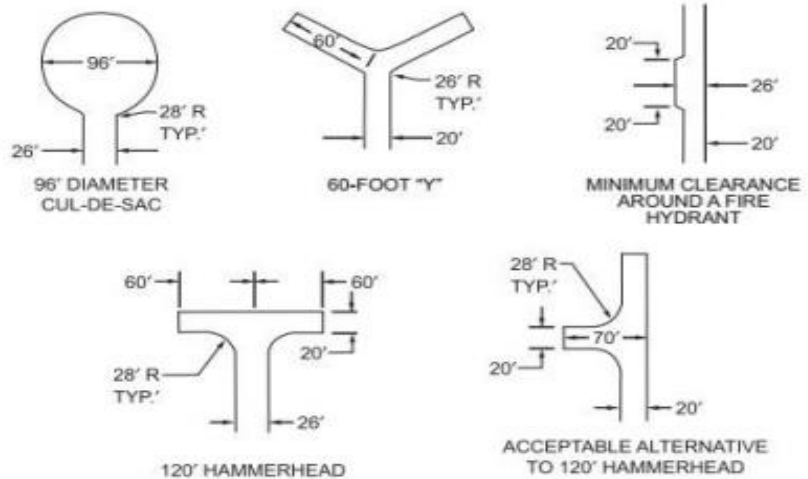
Fire Marshal's Comments:

Fire hydrants shall be located and so spaced that no hose lay from a fire apparatus exceeds five hundred (500) feet within areas containing one- and two-family detached dwellings.

Access and operational standards for controlled access gates and gated subdivisions shall meet the requirements set forth in Midwest City Ordinance Sec. 15-26,

All new commercial construction and gated communities and businesses in the city shall provide an approved emergency rapid access device or key box.

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).



Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4. Fire apparatus access roads shall not exceed 10 percent in grade.

This code analysis has been provided with the current information provided from the applicant. This list is not an all-inclusive list of compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record.

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (“ODEQ”) and Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in “green belt” per Midwest City Municipal Code Section 43-54.
*Two-foot horizontal green belt buffer zone and vertical clearance zone of five feet.

Sewer

- Sanitary sewer is available to the property. The applicant shall be responsible for communicating the anticipated daily sewer discharge.

Landscaping

Protection of Utilities.

- No street tree, other than those species listed as small trees in section 42-5 of Midwest City Municipal Code, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility.

Distance from fireplugs.

- No street trees shall be planted closer than ten (10) feet from any fireplug per Section 42-9 of Midwest City Municipal Code.

**Please note, these requirements do not supersede landscape requirements per Zoning Regulations. If landscaping is to be removed due to encroachment of required utilities protection buffer and/or fireplug distance requirements, new landscaping plan shall be submitted to Planning & Zoning for approval.*

Sanitation

The applicant is speaking with the Solid Waste Manager about the possibility of using dumpsters instead of residential polycarts.

If dumpsters are permitted, dumpster enclosure requirements shall be observed, and location shall be approved by Planning & Zoning (would have to be in a common area).

Planning Division:

Staff met with the applicant June 19, 2024, for a pre-application meeting.

This final plat includes forty-one (41) lots with a total of 9.70 acres.

The Master Development Plan identifies two (2) tracts.

Tract 1 has frontage along N. Glenhaven. According to the PUD, the following uses would be permitted on Tract 1:

- Single-family detached residential
- Accessory dwelling unit, attached and detached
- Public service or utility: light
- Community Recreation: restricted
- Community Recreation: Property owners' association
- Off-street parking: accessory parking

Tract 2 is accessible by two (2) access points off N. Glenhaven. According to the PUD, the following uses would be permitted on Tract 2:

- Single-family detached residential
- Two-family attached residential (duplexes)
- Townhouse (single-family attached)
- Home occupation
- Accessory dwelling unit, attached and detached
- Public service or utility: light
- Community Recreation: restricted
- Community Recreation: Property owners' association
- Off-street parking: accessory parking

The PUD allows a maximum of 100 dwelling units.

All development regulations outlined in the PUD Master Design Statement shall be observed. Any regulation not addressed in the PUD shall abide by the R-MD development regulations.

Development is subject to formal site plan review when building permits are pulled.

The City Attorney reviewed the Declaration of Covenants, Conditions, and Restrictions and gave his approval after applicant submitted requested revisions.

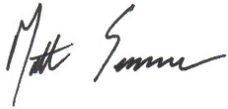
The Applicant is working to install a new outlet box in the detention basin as well as obtaining an easement for a future downstream improvement. The recording of the Final Plat will be contingent upon the City Engineer approved installation of the outlet box and the dedication of the easement to the City.

Action is at the discretion of the Council

Action Required:

Approve or reject the Final Plat of Glenhaven for the property noted herein, subject to staff comments as found in the September 24, 2024, Council agenda packet and made part of the PC-2182 file.

Please feel free to contact the Planning Manager's office at (405) 739-1223 with any questions.



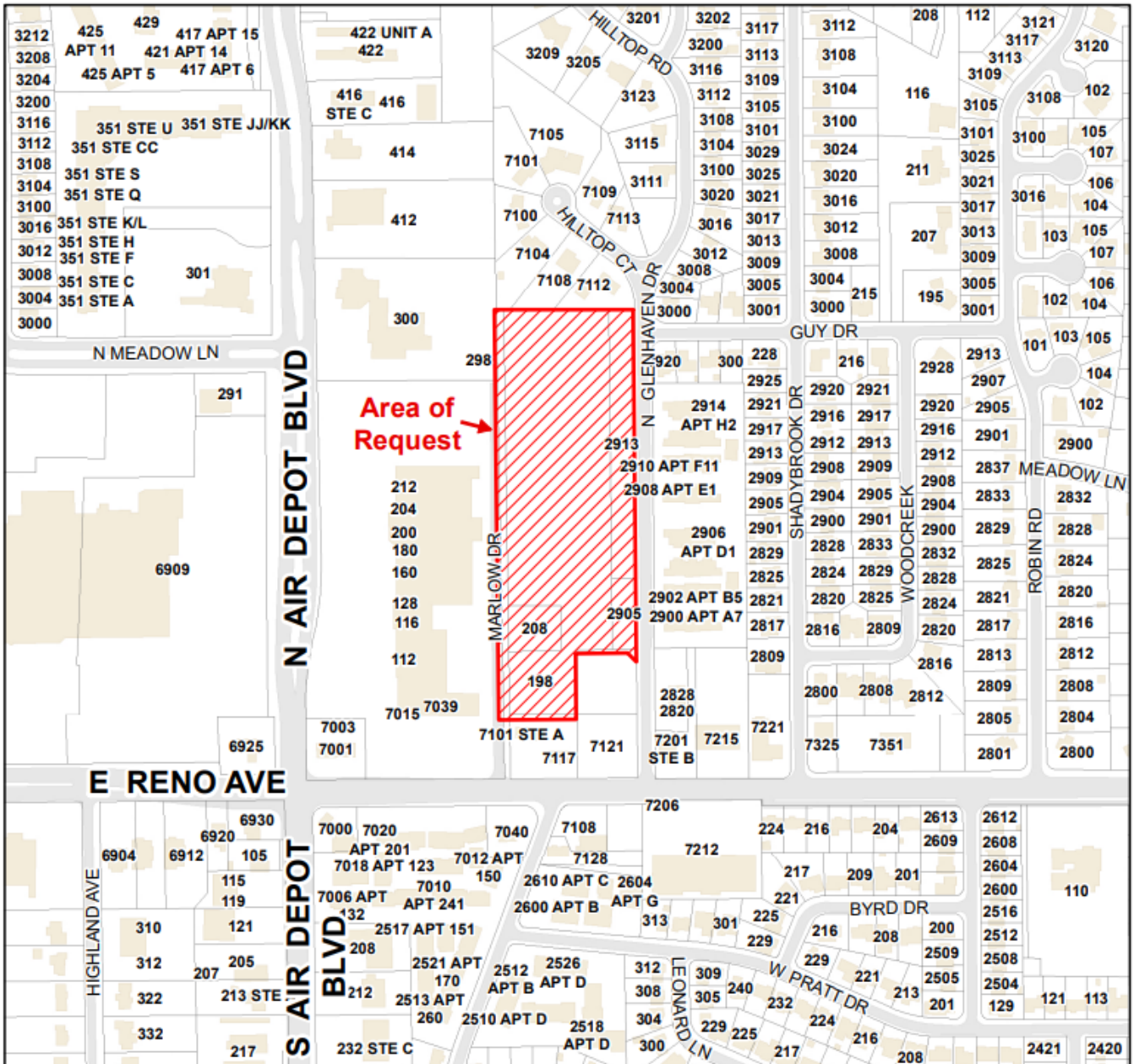
Matt Summers

Director of Planning & Zoning

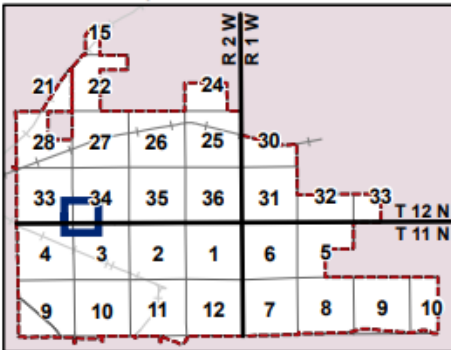
ER



GIS- Information Technology/ Planning & Zoning



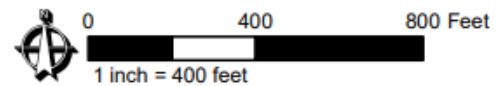
Locator Map



General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

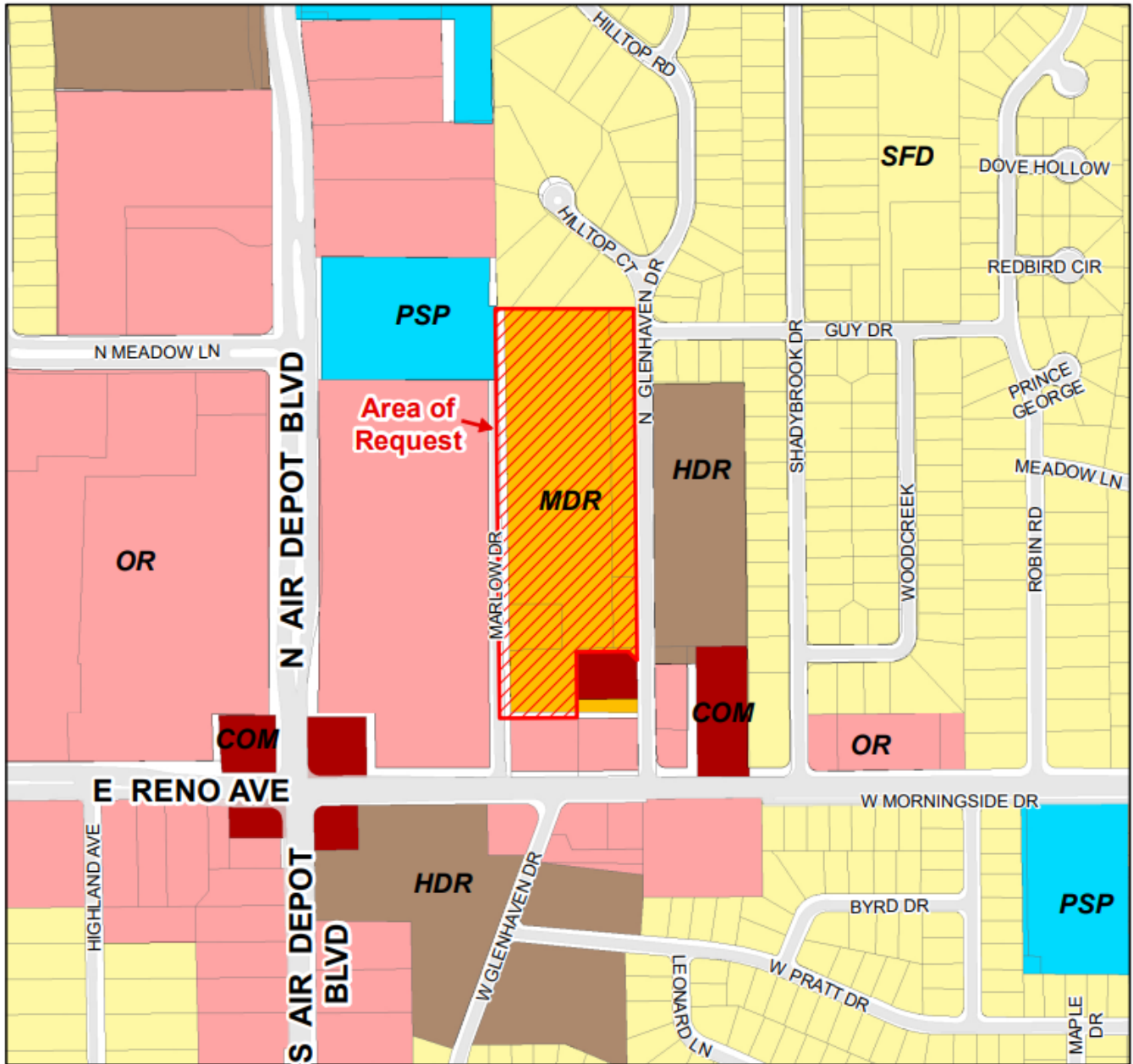
**GENERAL MAP FOR
PC-2182
(SW/4, Sec 34, T12N, R2W)**



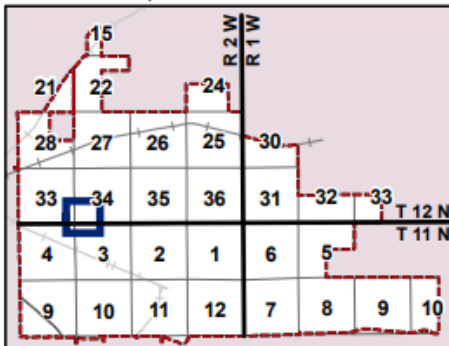
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



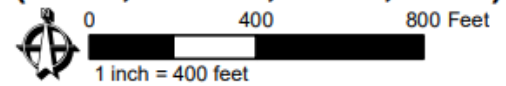
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

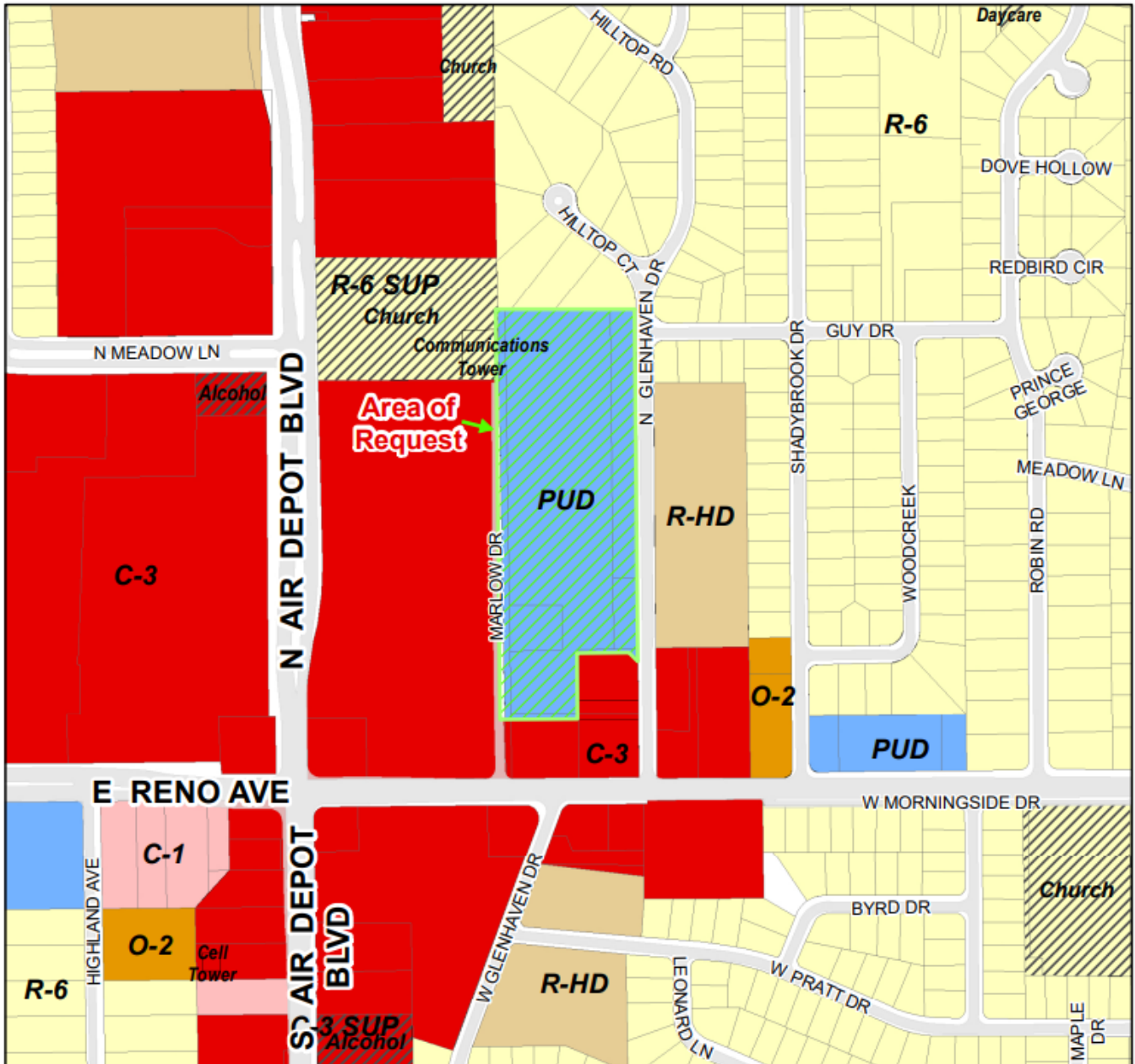
FUTURE LAND USE MAP FOR PC-2182 (SW/4, Sec 34, T12N, R2W)



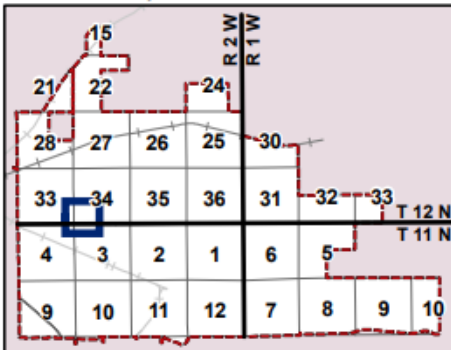
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



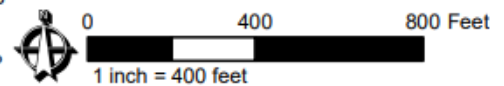
Locator Map



Current Zoning Legend

| | | |
|---------|---------|----------|
| A-1 | I-2 SUP | R-35 |
| A-1 SUP | I-3 | R-2F |
| C-1 | O-1 | R-MD |
| C-1 SUP | O-1 SUP | R-MD SUP |
| C-2 | O-2 | R-HD |
| C-2 SUP | O-2 SUP | R-HD SUP |
| C-3 | R-6 | R-MH-1 |
| C-3 SUP | R-6 SUP | R-MH-2 |
| C-4 | R-8 | PUD |
| C-4 SUP | R-10 | SPUD |
| I-1 | R-22 | HOS |
| I-2 | | HOS SUP |

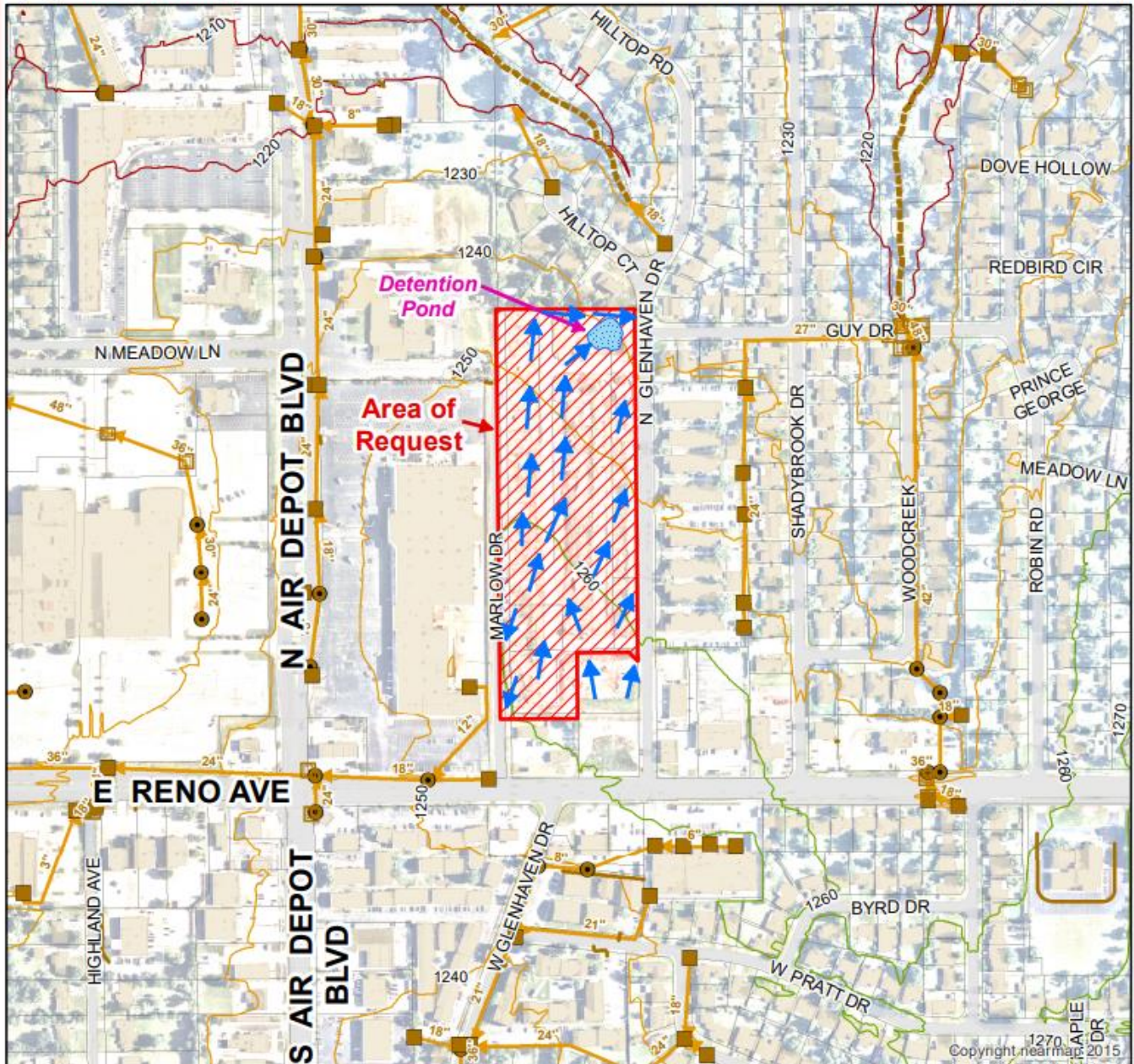
**ZONING MAP FOR
PC-2182
(SW/4, Sec 34, T12N, R2W)**



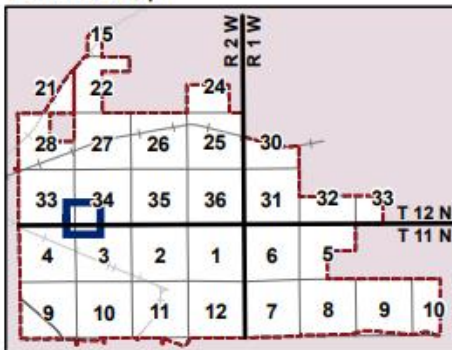
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



Locator Map

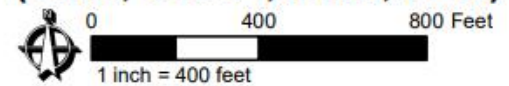


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

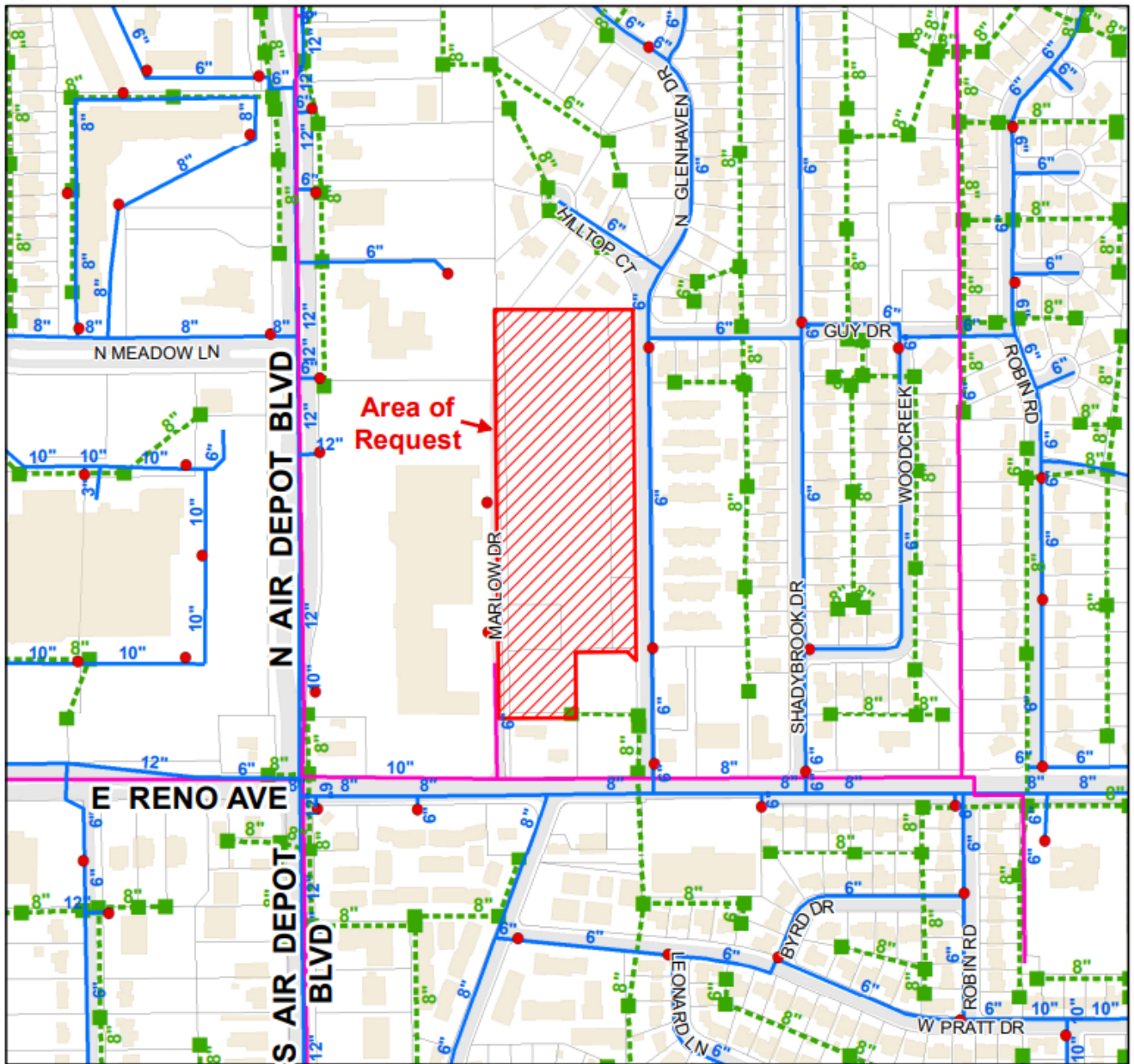
**DRAINAGE
LOCATION MAP FOR
PC-2182
(SW/4, Sec 34, T12N, R2W)**



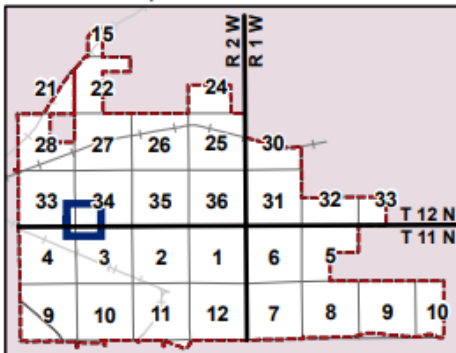
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



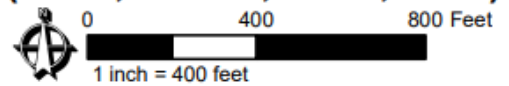
Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2182
(SW/4, Sec 34, T12N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

SURVEYOR:
GOLDEN LAND SURVEYING
4131 NW 122nd Street, Suite 100
OKLAHOMA CITY, OK 73120
(405) 849-6010

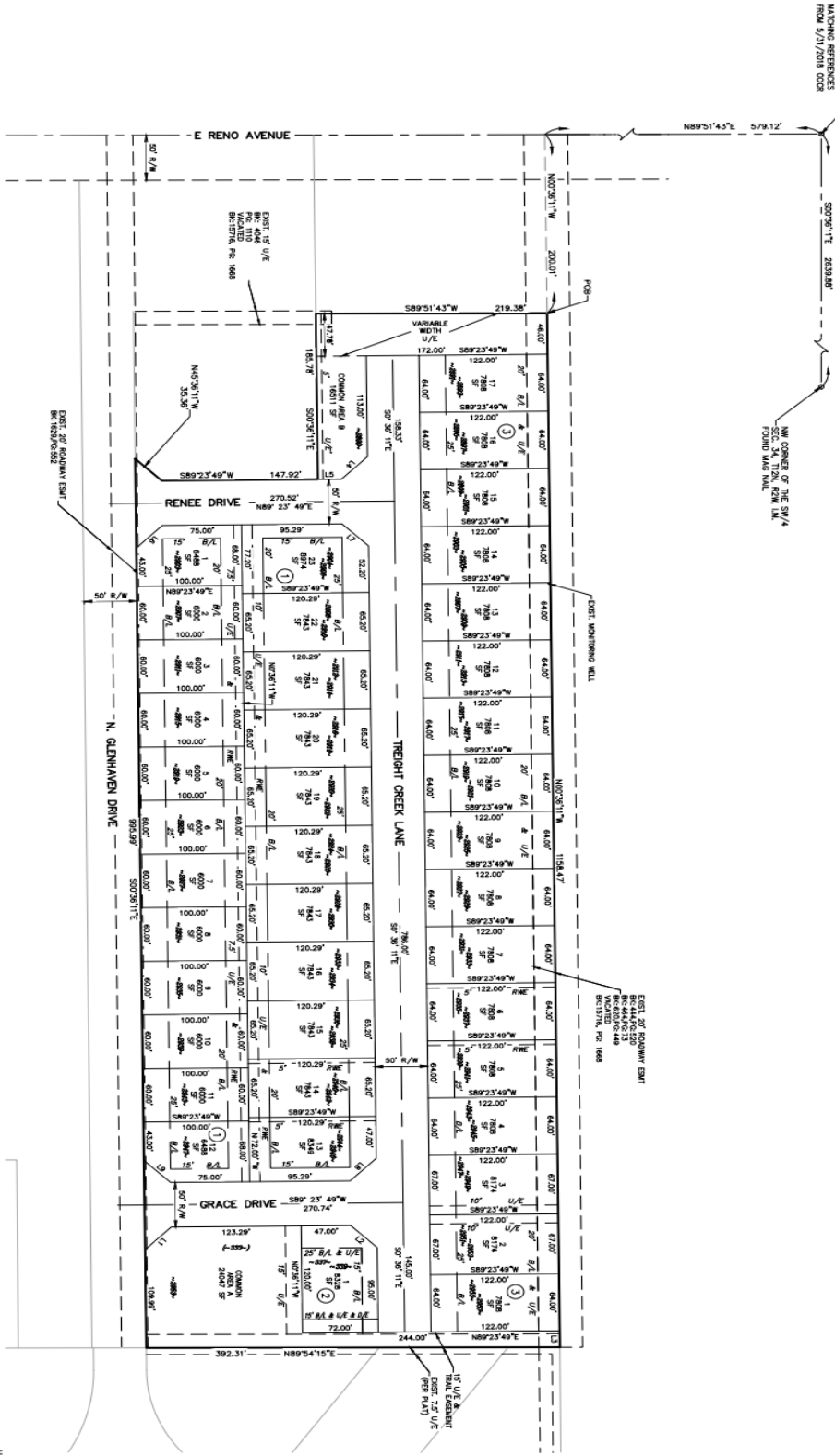
DEVELOPER:
BENTWOOD INVESTMENTS, LLC
3117 N. SOWER ROAD, SUITE 150
EDMOND, OKLAHOMA 73034
(405) 849-6010

ENGINEER:
GRUBBS CONSULTING, LLC
1800 S. SHAW ROAD
YUKON, OKLAHOMA 73099
(405) 283-9411

FINAL PLAT
of
GLENHAVEN

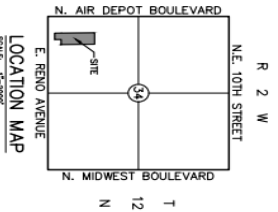
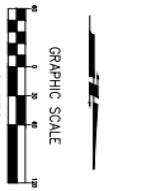
A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION NORTH-TWO (24), TOWNSHIP NINE (12) NORTH, RANGE TWO (2) WEST OF THE NORTH BERRISH, WINDSSETT (17), OKLAHOMA COUNTY, OKLAHOMA.

SUBMISSION CONTAINS:
FOUR (4) LOTS IN
SECTION NORTH-TWO (24)
GROSS SUBDIVISION AREA
OF 4.20 ACRES



PLAT NOTES:

1. A GENERAL IS REQUIRED IN EACH LOT WHERE IT ADJUTS GRACE DRIVE, RENEE DRIVE, & TREIGHT CREEK DRIVE. THE GENERAL IS TO BE SUBMITTED PRIOR TO THE RECORDING OF A CERTIFICATE OF CORRECTION FOR THE AFFECTED LOT.
2. MAINTENANCE OF COMMON AREAS A & B IS THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
3. CONTINGENCE OF RIGHT OF WAY INSTRUMENTS SHALL BE AS FOLLOWS:
PAVED SURFACES - A WAGONER STAMPED "GOLDEN CA 7343"
UNPAVED SURFACES - A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA 7343"
4. THE FINAL PLAT BOUNDARY AND LOT CORNER MONUMENTS SHALL BE AS FOLLOWS:
#4 BAR W/ CAP STAMPED "GOLDEN CA 7343" UNLESS OTHERWISE NOTED



| LOT | LINE | TABLE |
|-----|------|------------|
| 1 | 1 | SECTION 24 |
| 1 | 2 | SECTION 24 |
| 1 | 3 | SECTION 24 |
| 1 | 4 | SECTION 24 |
| 1 | 5 | SECTION 24 |
| 1 | 6 | SECTION 24 |
| 1 | 7 | SECTION 24 |
| 1 | 8 | SECTION 24 |
| 1 | 9 | SECTION 24 |
| 1 | 10 | SECTION 24 |
| 1 | 11 | SECTION 24 |
| 1 | 12 | SECTION 24 |

GOLDEN
LAND SURVEYING

4131 NW 122nd Street, Suite 100, Oklahoma City, Oklahoma 73120
Telephone: (405) 849-6010 Do Not Call 1-877-219-8282
CA # 7363 / Exp. Date - 6/30/2026
www.goldensurveying.com

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING

1800 S. SHAW ROAD
YUKON, OKLAHOMA 73099
PHONE: (405) 283-9411

To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: September 24, 2024

Subject: (PC-2183) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to High Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to High Density Residential District (“R-HD”), for the property described as a part of the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1905 & 1919 N. Douglas Blvd., Midwest City.

Executive Summary: The Applicant, Mr. Brad Schwab of Cornerstone Housing Group LLC, is requesting to amend the Comprehensive Plan to High Density Residential Land Use and rezone the property to High Density Residential District.

The subject property is currently undeveloped and the conceptual plan provided by the applicant shows six (6) buildings totaling one hundred ninety-eight (198) dwelling units. The proposed number of dwelling units decreased from the initial two hundred twenty-five (225) units. The proposed concept includes a unit mix of 54 one-bedroom units, 84 two-bedroom units, 42 three-bedroom units, and 18 four-bedroom units.

Staff would like it noted that if the rezoning is approved, it does not guarantee all the proposed units will fit on site. If this application is approved, all development regulations for the R-HD district shall be observed (which includes a maximum building coverage of 60% of lot area) and all permitted uses in the R-HD district will be allowed.

Though the Future Land Use is currently designated as Low Density Residential, due to it abutting a primary arterial and other factors, High Density Residential could be a compatible use. Transition areas should be incorporated into the plans that are adjacent to single-family residential areas.

Sight-proof screening shall be required. When a property zoned high density residential lies adjacent to property zoned single- or two-family residential, the owner of the property zoned high density residential must erect sight-proof screening along all sides of the property abutting single or two-family residential prior to multi-family use of the property.

To avoid a negative lift station impact, it is recommended to evaluate and implement a sewer extension along NE 17th Street to 8625 NE 17th Street. This will allow for a gravity flow to the Water Resource Recovery Facility (“WRRF”) and not impact the lift station.



If the application is approved, the applicant will then go through the plat process. At that time, water, sewer, drainage, and street requirements will be addressed.

The applicant hosted a neighborhood meeting at the Community Center in June to give a presentation to surrounding property owners of the proposal. A few surrounding property owners voiced their objection to the proposal. Concerns of density, privacy, safety, and traffic were voiced.

Both state and local requirements were met.

The Applicant was present at Planning Commission and addressed the Commission and provided a presentation of the proposal (attached to this report).

At the time of this writing staff has received two phone calls and three emails (attached to this report) in opposition to the proposal and four (4) surrounding property owners voiced their opposition to the Commission at Planning Commission. Density, increased traffic, safety concerns, visual barriers, building height, concerns of theft and vandalism, parking lot lighting, animal safety, infrastructure capacity, and incompatibility with the surrounding single-family homes were among the concerns voiced.

Staff has received a protest to the application meeting the requirements of Section 7.2.3 (B)(1)(b) of the Zoning Regulations. Staff verified the signatures against the ownership records available through the Oklahoma County Assessor, and verified the properties are within a three hundred (300) feet radius of the project site. A copy of the protest is held in the project file for this application. As a result of the protest, it will take the favorable vote of three-fifths (3/5) of the Council Membership to approve this application. In short, it will take five (5) favorable Councilmember votes to approve this application.

There has been one (1) call in favor of the proposal.

Staff recommends approval of amending the Comprehensive Plan based on Land Use Policy #12 (pg. 4-28) in the Comprehensive Plan¹ and the development review considerations listed on page 4-23 of the Comprehensive Plan. Staff recommends approval of the of the rezone.

Planning Commission recommended approval of this item subject to staff comments (5-2).

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- August 6, 2024

City Council- August 27, 2024 (tabled); September 24, 2024

Date of Pre-Development Meeting:

March 27, 2024

Council Ward: Ward 5, Sara Bana

Owner: Gary Weed (Clearwater Holdings, LLC)

Applicant: Brad Schwab (Cornerstone Housing Group, LLC)

Proposed Use: Multifamily housing

¹ (Sefko Planning Group - Freese and Nichols, Inc., 2008)

Size: The subject property has a frontage of approximately 602 feet off NE 17th, a depth of 804 feet, and contains an area of 483,516 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request- Single-Family Detached Land Use
North- Single-Family Detached Land Use
South- Single-Family Detached Land Use
East- Single-Family Detached Land Use
West- Single-Family Detached Land Use

Zoning Districts:

Area of Request- R-6, Single-Family Detached Residential District
North- C-3, Community Commercial District
South- R-6, Single-Family Detached Residential District
East- R-6, Single-Family Detached Residential District
West- R-6, Single-Family Detached Residential District

Land Use:

Area of Request- Vacant
North- A-1 Accounting & Tax Service; Summit Peak Self Storage
South- Single-family residences
East- Star View Heights Addition
West- Single-family residences

Comprehensive Plan Citation:

The future land use designation for the property is Single-Family Detached Residential. The proposed use does not fall within the parameters of the current future land use designation, therefore, an amendment to the Comprehensive Plan is required if the rezoning is approved.

The Applicant has requested the future land use designation be changed to High Density Residential.

High Density Residential Land Use

Traditional apartment-type units in attached living complexes characterize high density residential land use. There are currently several high-density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high density use.

In instances where a development proposal does not directly reflect the land use pattern for a site shown on the Future Land Use Map, the Comprehensive Plan directs us to consider the following (staff comments in bold):

1. Will the proposed change enhance the site and the surrounding area?
New development with the most updated development regulations could enhance the surrounding area. The required landscaping and screening could enhance the arterial corridor.
2. Is the proposed change a better land use than that recommended by the *Future Land Use Plan*?
The proposed change is neither better nor worse than what it recommended by the Future Land Use Plan.

3. Will the proposed use impact adjacent residential areas in a negative manner? Or will the proposed use be compatible with and/or enhance, adjacent residential areas?

The proposed use could impact residential areas in a negative manner if the property falls into disrepair. However, required open space and sight-proof screening may aid in mitigating potential negative impacts.

4. Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?

Most of the adjacent uses are residential. Therefore, the potential residents of the apartments would generally have the same traffic habits as the single-family detached residents. The masonry requirement percentage is the same for multifamily developments as single-family (85%).

5. Does the proposed use present a significant benefit to the public health, safety, and welfare of the community? Would it contribute to the City's long-term economic well-being?

The proposed use would offer more housing for the north side of town which could result in more residents who shop local to contribute to sales tax.

The Comprehensive Plan states, "It should be incumbent upon the applicant to provide evidence that the proposal meets the aforementioned considerations and supports community goals and objectives..." This information is not a part of the application materials submitted for staff review. The applicant should be prepared, in presentations before the Planning Commission and City Council to justify the amendment to the Comprehensive Plan including why High Density Residential is a better use of the site than Single-Family Detached Residential.

Municipal Code Citation:

2.10. R-HD, High Density Residential District

2.10.1. *General Description.* This residential district is intended to provide for a density of more than twenty (20) units per gross acre. The principal use of land is for a wide variety of dwelling types. Related recreational, religious, and educational uses normally located to service residential areas also are permitted to provide the basic elements of convenient, balanced, and attractive living areas.

2.10.2. *District Use Regulations.* Property and buildings in the R-HD, High Density Residential District shall be used only for the purposes listed within Table 4.9-1: Use Chart (Page 75).

2.10.3. *Development Regulations.* Property and buildings shall conform to the related standards listed within Table 3.2-1: Residential Area Regulations and Standards Chart (Page 47) and Section 5 Supplemental Regulations (Page 81).

(A) *Off-street parking, loading and access.* All uses shall contain adequate space on private property to provide for parking, loading, and maneuvering of vehicles in accordance with regulations established in 5.3 Parking and Loading (Page 91) of which Table 5.3-2: Specific Parking Requirements (Page 98) is Included.

(B) *Site plan.* A site plan shall be prepared in accordance with 7.5 Site Plan (Page 183) for any 4.2.3. Townhouse (Single-Family Attached) (Page 50), 4.2.4. Multifamily Residential (Page 50), or 4.2.8. Group Residential (Page 51) type use.

History:

1. Property has been zoned single-family detached residential as far as our records indicate.

Next Steps:

If Council approves this rezone, the applicant can proceed with the preliminary plat process. A pre-development meeting shall be required.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a rezoning application, and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are public water mains bordering the proposed parcels, a twelve (12) inch line running along the west side of North Douglas Boulevard and a six (6) inch line running along the south side of N.E. 17th Street. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along the east side of North Douglas Boulevard.

Note the area of request is not located in the east side collection area currently under the sewer moratorium. However, the increase in density that will be granted with this rezoning will require the applicant to do a sewer capacity study on this particular part of the collection system, analyzing the impact the proposed development will have on the existing downstream system. This study will be required as part of any preliminary plat application.

Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from North Douglas Boulevard and N.E. 17th Street. North Douglas Boulevard is classified as a primary arterial road in the 2008 Comprehensive Plan. N.E. 17th Street is classified as a local road in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application. However, the high density that will be granted with this rezoning will require an extensive drainage analysis to negate any potential impact to the subject property, the adjacent properties, and the capacity of the existing drainage collection system. This analysis will be required as part of any preliminary plat application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:

Fire hydrants shall be located and so spaced that no hose lay from a fire apparatus exceeds five hundred (500) feet within areas containing one and two-family detached dwellings.

Access and operational standards for controlled access gates and gated subdivisions shall meet the requirements set forth in Midwest City Ordinance Section 15-26.

- All new commercial construction and gated communities and businesses in the city shall provide an approved emergency rapid access device or key box.

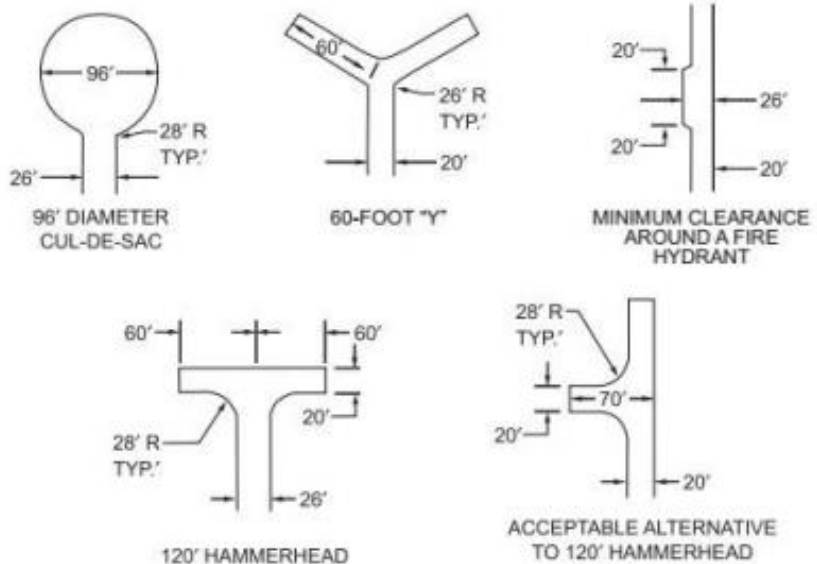
Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

Multiple-family residential projects having more than 100 dwelling units are required to have two separate fire apparatus access roads. They shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured at a straight line between accesses.

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4. Fire apparatus access roads shall not exceed 10 percent in grade.

This code analysis has been provided with the current information provided by the applicant. This list is not an all-inclusive list compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record.



Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (“ODEQ”) and Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in “green belt” per Midwest City Municipal Code Section 43-54.

*Two-foot horizontal green belt buffer zone and vertical clearance zone of five feet.

Sewer

- Sanitary sewer is available to the property. The applicant shall be responsible for communicating the anticipated daily sewer discharge and impact to lift station.
- To avoid a negative lift station impact, it is recommended to evaluate and implement a sewer extension along NE 17th Street to 8625 NE 17th Street (manhole B-3-046). This will allow for a gravity flow to the Water Resource Recovery Facility (“WRRF”) and not impact the lift station.

Landscaping

Protection of Utilities.

- No street tree, other than those species listed as small trees in section 42-5 of Midwest City Municipal Code, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility.

Distance from fireplugs.

- No street trees shall be planted closer than ten (10) feet from any fireplug per Section 42-9 of Midwest City Municipal Code.

**Please note, these requirements do not supersede landscape requirements per Zoning Regulations. If landscaping is to be removed due to encroachment of required utilities protection buffer and/or fireplug distance requirements, new landscaping plan shall be submitted to Planning & Zoning for approval.*

Sanitation

All new commercial buildings shall follow Ordinance No. 3427 of Midwest City Municipal Code regarding trash dumpster(s) and enclosure and dumpster site location.

(A) *Dumpster Requirements*

1. All new commercial buildings shall be served by a minimum of one (1) eight-yard capacity dumpster provided by the City, unless other arrangements are approved by the City’s Environmental Services Direction in compliance with this code.
2. All dumpsters shall be screened/enclosed on three (3) sides by a minimum of eight (8) foot tall masonry walls.
3. Such enclosures shall have inside dimensions of no less than twelve (12) feet in width and fourteen (14) feet in length.
4. Gates shall be incorporated into the design of the enclosure and shall provide a twelve (12) foot wide clear space when open.
5. A locking device shall be installed on the gates.
6. Keeper latches shall be installed to allow gates to remain open during the servicing of the refuse container.

(B) *Dumpster Site Location*

1. At the time of preparing plans for new commercial buildings, land area on the site shall be designated as a location for the required dumpster(s) and enclosure, which shall be indicated on those plans.
2. An unobstructed approach shall be provided to allow refuse collection trucks to maneuver on the property without the backing onto a public street.

Stormwater

- All applicable land disturbance permits shall be pulled.

Planning Division:

Staff met with the applicant March 27, 2024 for a pre-development meeting.

The subject property is currently vacant and the conceptual plan provided by the applicant shows six (6) buildings totaling one hundred ninety-eight (198) dwelling units. The proposed number of dwelling units decreased from the initial two hundred twenty-five (225) units. The proposed concept includes a unit mix of 54 one-bedroom units, 84 two-bedroom units, 42 three-bedroom units, and 18 four-bedroom uses.

The Comprehensive Plan calls for mid-block properties, such as the subject property, to be developed as residential, light retail, or office uses. It also states that high density residential should be located adjacent to arterial roadways, incorporate transition area adjacent to single-family residential dwellings, and provide useable open space. This site, and the concept plan, have taken some of these items into account. If the application is approved, the site plan submitted with the building permit could try to provide additional buffering along the southern and western property lines. Useable open space is proposed with the playground site, and possibly also between the two easternmost apartment buildings. Any site plans submitted for approval should clarify the number of acres of useable open space being provided.

Staff would like it noted that if the rezoning is approved, it does not guarantee all the proposed units will fit on site. If this application is approved, all development regulations for the R-HD district shall be observed and all permitted uses in the R-HD district will be allowed.

Masonry requirements:

- All multi-family developments shall consist of eighty-five (85) percent masonry materials.
- Prohibited: Concrete masonry units, concrete panel construction, vinyl siding, wood engineered or manufactured wood, medium density fiberboard, particle board, or Masonite shall be prohibited in the construction of residential units.
- Approved masonry materials for residential construction include brick, rock, stone, stucco, cementitious fiberboard and other materials as approved by staff.

Parking requirements:

4.2.4. Multifamily Residential

- Efficiency and 1 bedroom (1.5 spaces per dwelling unit)
- Two or more bedrooms (2 spaces per dwelling unit)

Landscaping requirements:

- a. A base landscaping of six (6) trees and twelve (12) shrubs is required for a new building.
- b. Two (2) trees and two (2) shrubs are required for every ten (10) parking spaces installed.
- c. Trees planted pursuant to this section shall meet the standards contained in Chapter 42 (Tree Ordinance) of the Midwest City Code of Ordinances.
- d. A minimum of ten (10) percent of the net land area being developed must be dedicated to landscape/open space area.
- e. Street right-of-way dedicated for public use shall not be counted as part of the landscape/open space area or island(s).
- f. Trees planted within street right-of-way may be counted as part of the number of trees required.
- g. No more than twenty-five (25) percent of the total required trees may be located in the right-of-way.

h. All requirements pertaining to size and separation from utilities shall meet the regulations as specified in Chapter 42 (Tree Ordinance) of the Midwest City Code of Ordinances.

I. Existing trees that meet the requirements of Chapter 42 (Tree Ordinance) of the Midwest City Code of Ordinances and 5.2.5.(B)(2) (Page 86) of this Ordinance may be counted to meet required landscaping.

j. No less than seventy-five (75) percent of the landscaping installed shall be in the front yard of the property.

k. Street trees shall be required along the frontage of all arterials and conform to the standards for spacing and tree type as set forth in the latest version of the Midwest City Landscape Plan.

Screening

- Sight-proof screening shall be required. When a property zoned high density residential lies adjacent to property zoned single- or two-family residential, the owner of the property zoned high density residential must erect sight-proof screening along all sides of the property abutting single or two-family residential prior to multi-family use of the property.

Staff recommends approval of amending the Comprehensive Plan to High Density Residential Land Use and the ordinance to redistrict the subject property to High Density Residential District based on the analysis and comments above.

Action is at the discretion of the Council.

Action Required:

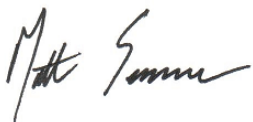
Approve or reject the resolution amending the Comprehensive Plan from Low Density Residential Land Use to High Density Residential Land Use; and to approve or reject the ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to High Density Residential District (“R-HD”) for the property noted herein, subject to staff comments as found in the August 27, 2024 Council agenda packet and made part of the PC-2183 file.

Suggested Motions:

“To approve the resolution amending the Comprehensive Plan to High Density Residential Land Use subject to staff comments found in the September 24, 2024 Council agenda packet and made part of the PC-2183 file.”

“To approve the ordinance redistricting 1905 N. Douglas Boulevard and 1919 N. Douglas Boulevard to the High-Density Residential District subject to staff comments found in the September 24, 2024 Council agenda packet and made part of the PC-2183 file.”

Please feel free to contact the Planning Manager’s office at (405) 739-1223 with any questions.

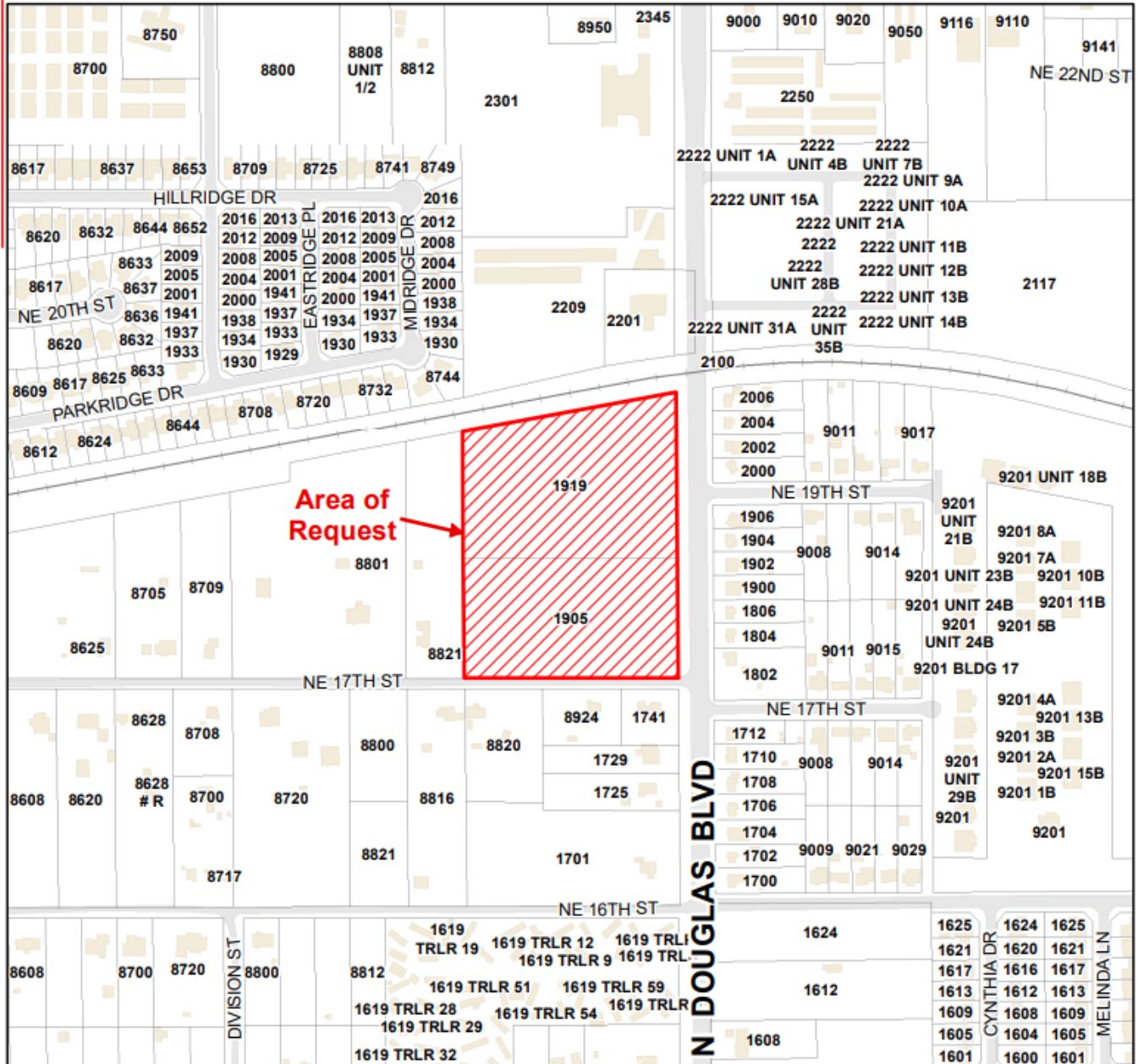


Matt Summers, AICP

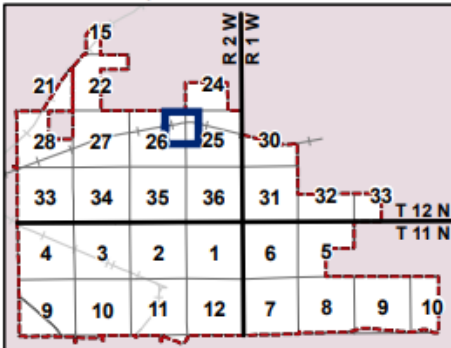
Director of Planning & Zoning



GIS- Information Technology/ Planning & Zoning



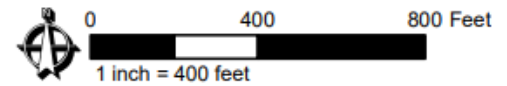
Locator Map



General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

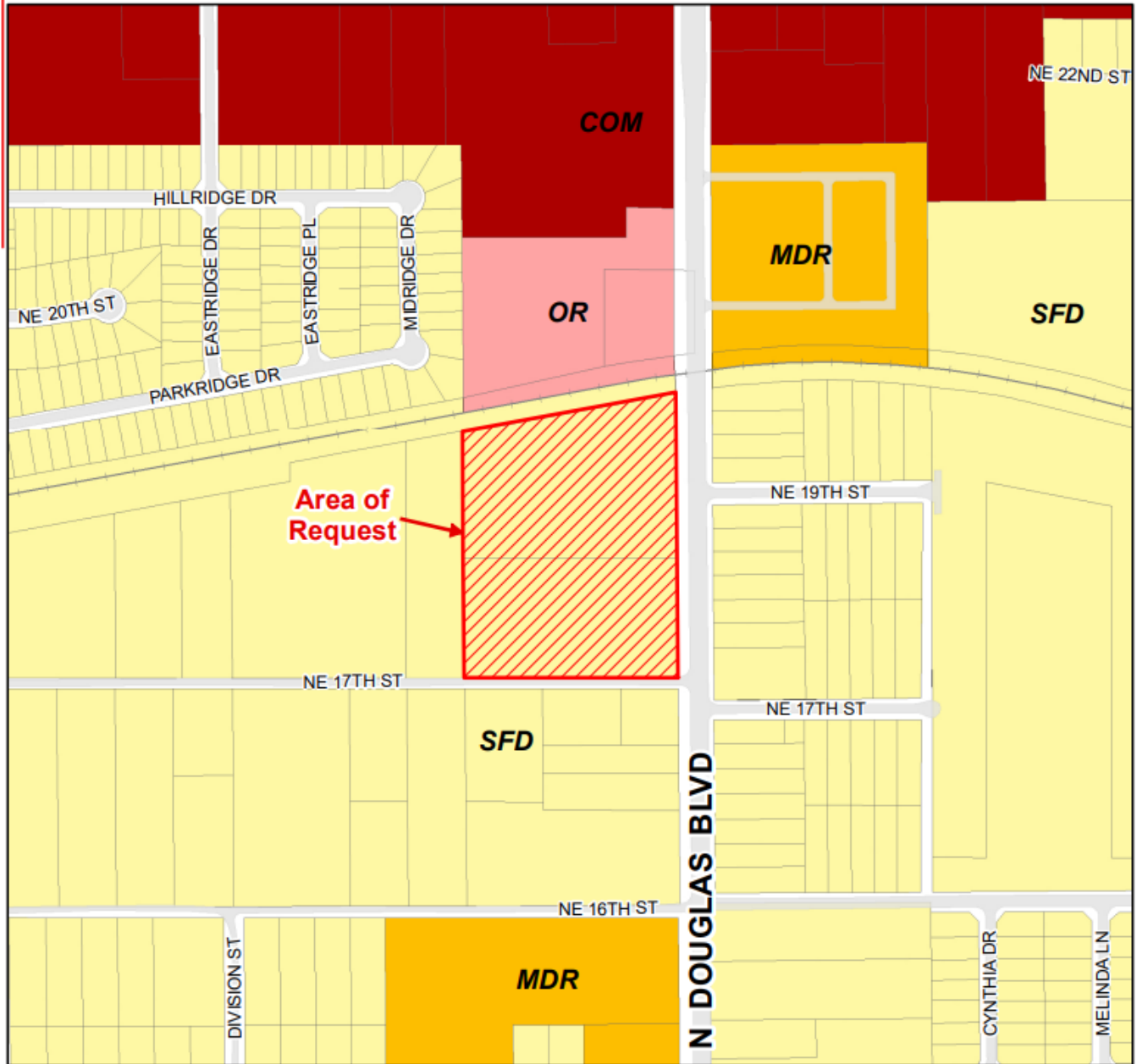
**GENERAL MAP FOR
PC-2183
(NE/4, Sec 26, T12N, R2W)**



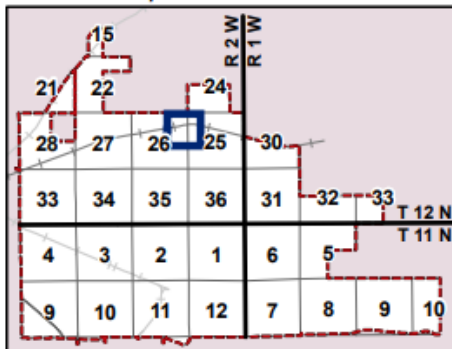
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



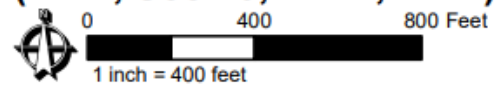
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

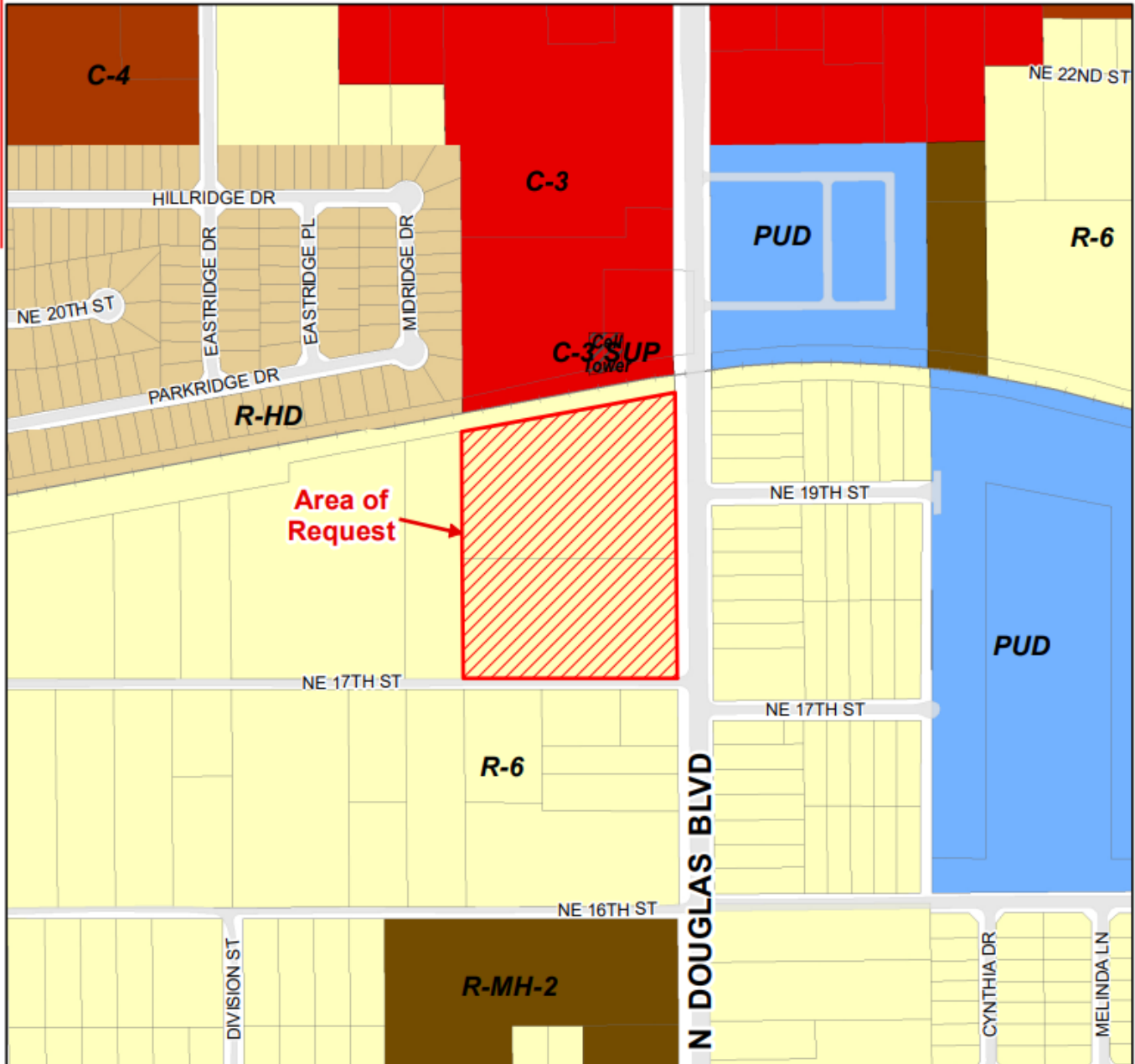
**FUTURE LAND USE
MAP FOR
PC-2183
(NE/4, Sec 26, T12N, R2W)**



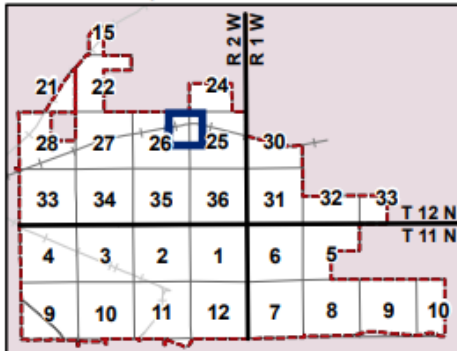
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



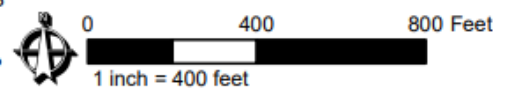
Locator Map



Current Zoning Legend

| | | |
|---------|---------|----------|
| A-1 | I-2 SUP | R-35 |
| A-1 SUP | I-3 | R-2F |
| C-1 | O-1 | R-MD |
| C-2 | O-2 | R-MD SUP |
| C-3 | O-2 SUP | R-HD |
| C-3 SUP | R-6 | R-HD SUP |
| C-4 | R-6 SUP | R-MH-1 |
| C-4 SUP | R-8 | R-MH-2 |
| I-1 | R-10 | PUD |
| I-2 | R-22 | SPUD |
| | | HOS |
| | | HOS SUP |

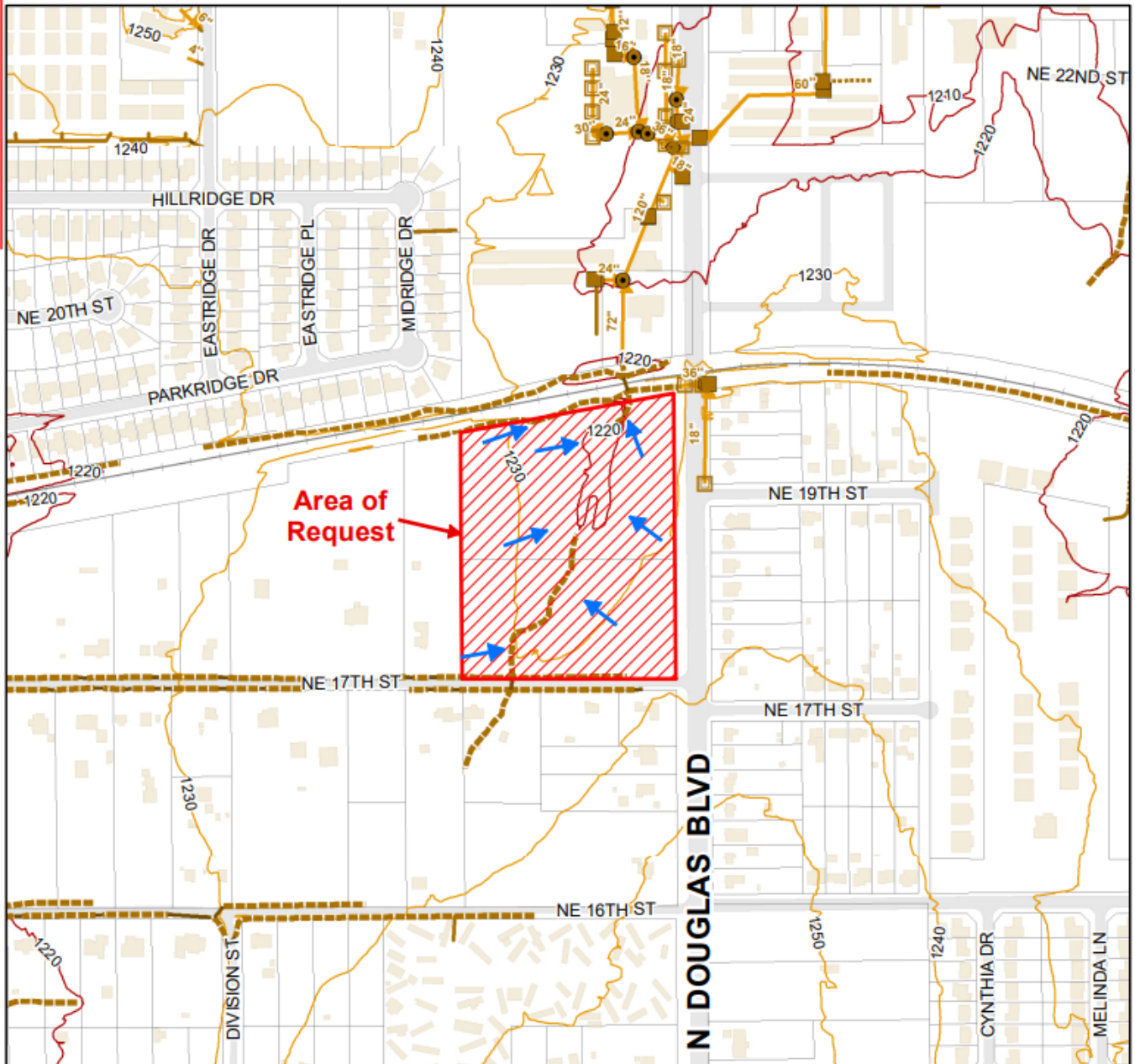
**ZONING MAP FOR
PC-2183
(NE/4, Sec 26, T12N, R2W)**



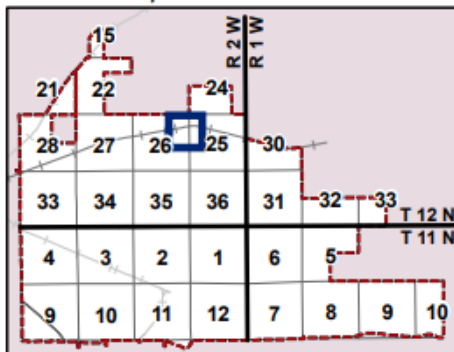
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



Locator Map

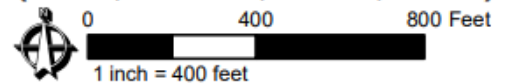


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

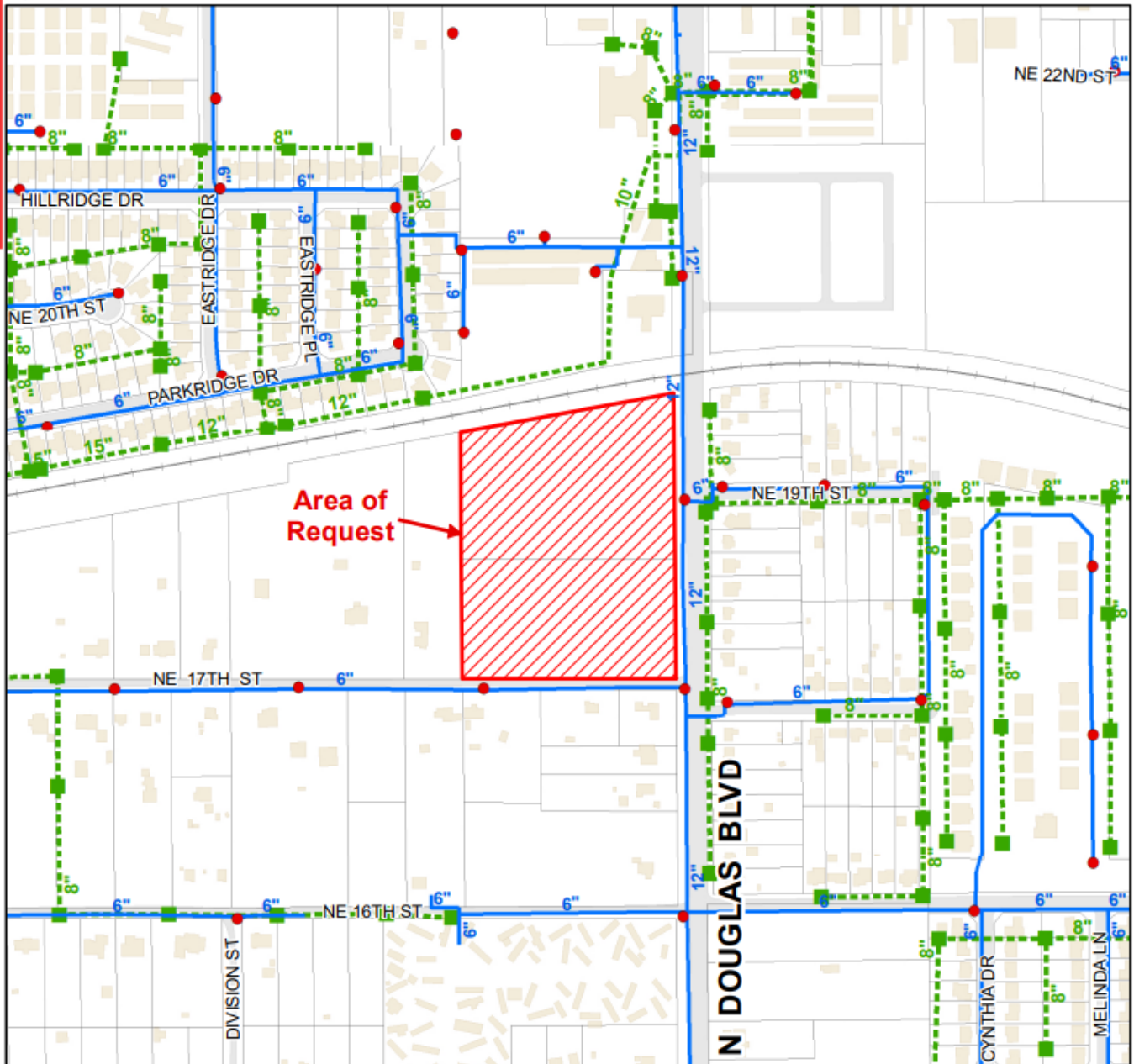
DRAINAGE LOCATION MAP FOR PC-2183 (NE/4, Sec 26, T12N, R2W)



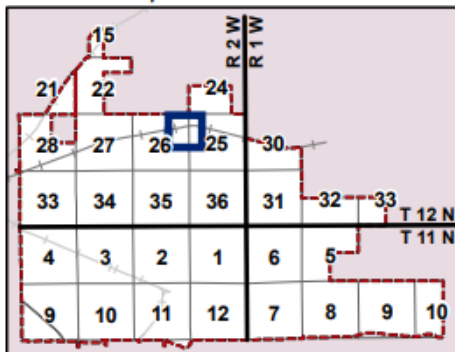
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



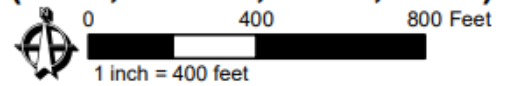
Locator Map



Water/Sewer Legend


- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2183
(NE/4, Sec 26, T12N, R2W)**




THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

Re: [External] PC 2183

 Darryl Ljunghammar <djunghammar@gmail.com>
To: Emily Richey



Mon 7/15/2024 4:26 PM

 You replied on Mon 7/15/2024 4:31 PM

 This sender djunghammar@gmail.com is from outside your organization.

[Block sender](#)

Thank you, I will be on the look out for the petition.

I would like to give you my official objection to the rezoning. The rezoning will overly increase noise, traffic, crime and pollution in my neighborhood. Also there is no long term plan for this area that includes anything other than single family use and it should be kept that way. All of the above issues will greatly reduce my quality of life in this neighborhood if this is approve. Therefore I urge the Planning Commission to reject this zoning change.

Thank you,

Daryl Ljunghammar

Concerning Re-zoning of 1905 & 1919 N Douglas Blvd, MWC Okla.

PC-2183

As property owner of 1741 N Douglas Blvd, I **OPPOSE** the re-zone effort to change 1905 & 1919 N Douglas Blvd to High Density land use. The re-zoning is inappropriate for the use of this area.

The original City Planners had this area zoned for single family use and our investments were based on faith in the Commissions guidelines. Changing it to allow a high density complex now is contrary to original plan and makes me question the integrity of the original/current board decisions if this radical change is approved.

IF the re-zone is approved, I suppose the City would have considered the negative consequences:

Crime increase is proportionately inevitable with 100 to 200 new units concentrated on this acreage (City burden of police/emergency response).

Traffic congestion. Access to Douglas at NE 17th is currently adequate for the 2 dozen residences in the area. However a complex of an additional 150-200 residential vehicles use at that intersection (or auxiliary access drives) is an increase by a factor of nearly 10. North/south bound traffic (Tinker AFB employees esp) at morning and afternoon rush hours complicates access. How would the City deal with the cost burden of traffic control (lights, right-of-ways , intersection expansion/improvement)?

Also, I would guess the sewer/water systems would have to be modified to handle the x10 demand increase.

As I see it, a re-zone to High Density for an apartment complex is to no-ones benefit , current area property owners nor City.

Please **do not approve** this re-zone request.

Michael F and Mary A Sweeney
Property owner of 1741 NE Douglas Blvd, MWC OK 73141
Mailing address: 1037 Timber Ridge Rd, Harrah OK 73045
Tel: 405 454-3081
Email: michael.sweeney@earthlink.net

From: Gina Johnson <Gina.Johnson@oesc.ok.gov>
Sent: Friday, August 9, 2024 11:47 AM
To: Emily Richey <ERichey@MidwestCityOK.org>
Subject: [External] RE: PC-2183

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

I would like it to be recorded that I greatly object to the building of apartment or any multi family units on this proposed site. Traffic coming over the railroad tracks is already bad and with apartment type units it will just get worse. Also, the area is already struggling to keep up with code and mowing even though we have turned in multiple request in the area. I was personally told once that if I didn't like it I should move. I have lived here for over 40 years and thought that was extremely rude. Another time I was told that the yard conditions weren't bad considering the ward we live in. So I took that as be happy and quit complaining it could be worse. Instead of them trying to enforce the codes of MWC on keeping up yards they said I should be happy. I am extremely worried about this when it come to the complex they want to build as on page 3 number 3 they state it could affect us in a negative manner but they'll build sight proof screening and that "might" aid in mitigating potential negative impacts. Again out of sight so we are good. I also so worry about the crime impact. We are already close to "murder one" and do not need more things to worry about. Please let my thoughts be heard. I live on NE 19th and this will greatly impact my safety and life. If MWC could show that they actually care about how the area between NE 10th and NE 23rd looked and the safety we might not be as concerned, but prior dealings have shown us that such is not the case. Thank you for your time.

From: Emily Richey <ERichey@MidwestCityOK.org>
Sent: Friday, August 9, 2024 11:18 AM
To: Gina Johnson <Gina.Johnson@oesc.ok.gov>
Subject: [EXTERNAL] PC-2183

Hi Gina,

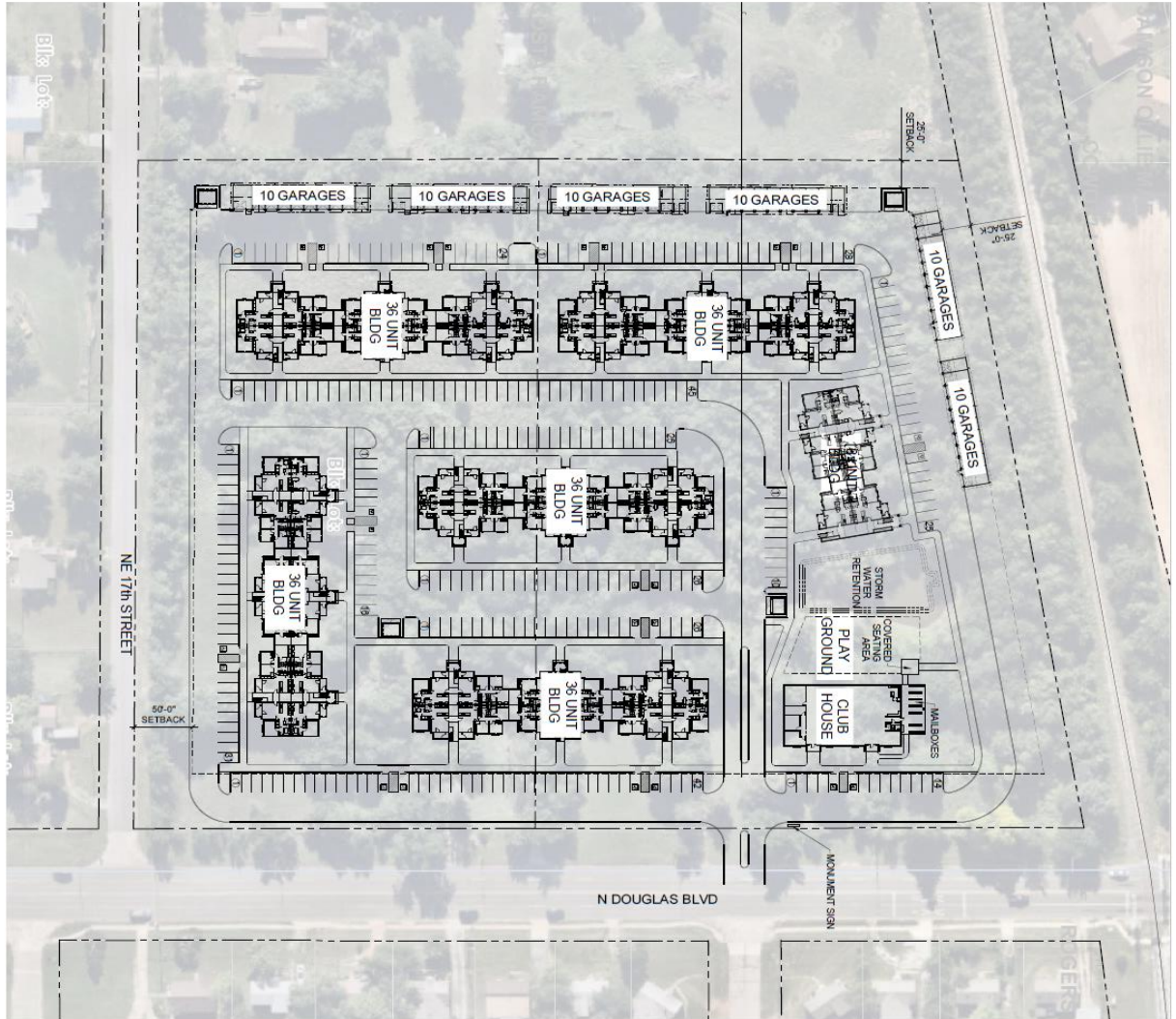
Attached is the Public Hearing Notice, staff report, and the presentation given by the applicant.

Please let me know if you have further questions.

Have a nice weekend!

Emily Richey
Current Planning Manager
ERichey@MidwestCityOK.org
(405) 739-1223

***Office hours are 7:30am-5:30pm Monday through Thursday, and 7:30am-11:30am Fridays.**



C1.1

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

RE ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
 2443 South 156th Circle
 Omaha, NE 68130-2512
 (402) 330-8287 Fax: (402) 330-8331
 email: RWEArchitects@RWEArchitects.com

OWNER TO BE DETERMINED

CORNERSTONE APARTMENTS
 N DOUGLAS BLVD
 MIDWEST CITY, OK

PROGRESS PRINT
 (NOT FOR CONSTRUCTION)



CORNERSTONE APARTMENTS

1905 AND 1919 NORTH DOUGLAS BLVD
MIDWEST CITY, OK

NEIGHBORHOOD MEETING
NICK HARROZ COMMUNITY CENTER
JUNE 27, 2024 – 6:00 PM

PRESENTED BY:

BRAD SCHWAB, VP OF DEVELOPMENT
CORNERSTONE HOUSING GROUP, LLC



CORNERSTONE

HOUSING GROUP, LLC

Privately held
attainable housing
developer

Headquartered in
Omaha, NE

Construct, own
and manage
property portfolio

West, Southwest
and Midwest

CORPORATE STRUCTURE

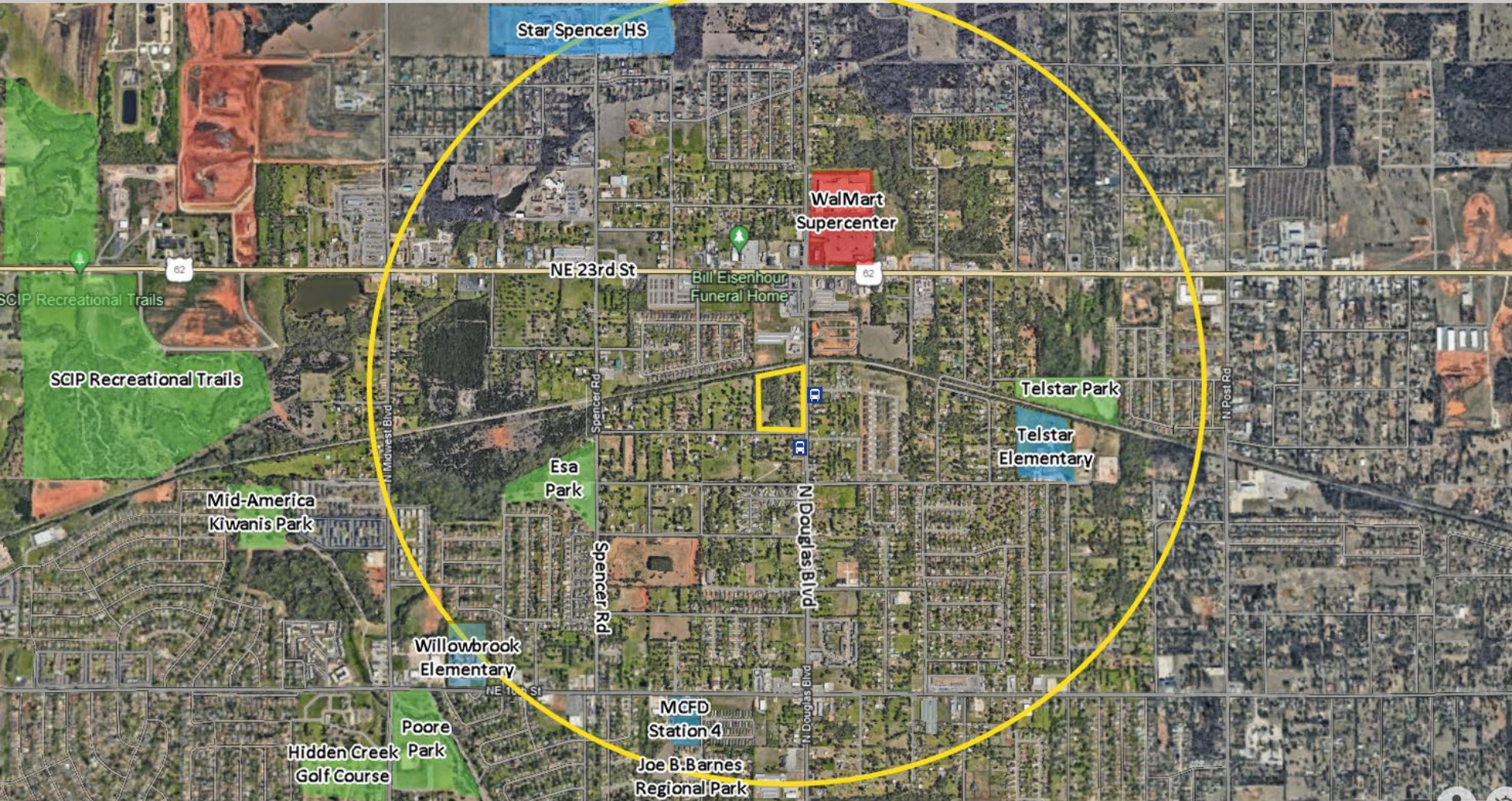


PROJECT OVERVIEW

- 1905 and 1919 N Douglas Blvd
- 11.10 acres
- 198 units
- Apartment buildings, clubhouse, garages and amenities
- 4% bond Low Income Housing Tax Credit through OHFA
- Not public or subsidized housing
- Consistent with City housing goals
- Strong market demand

LOCATION

One Mile

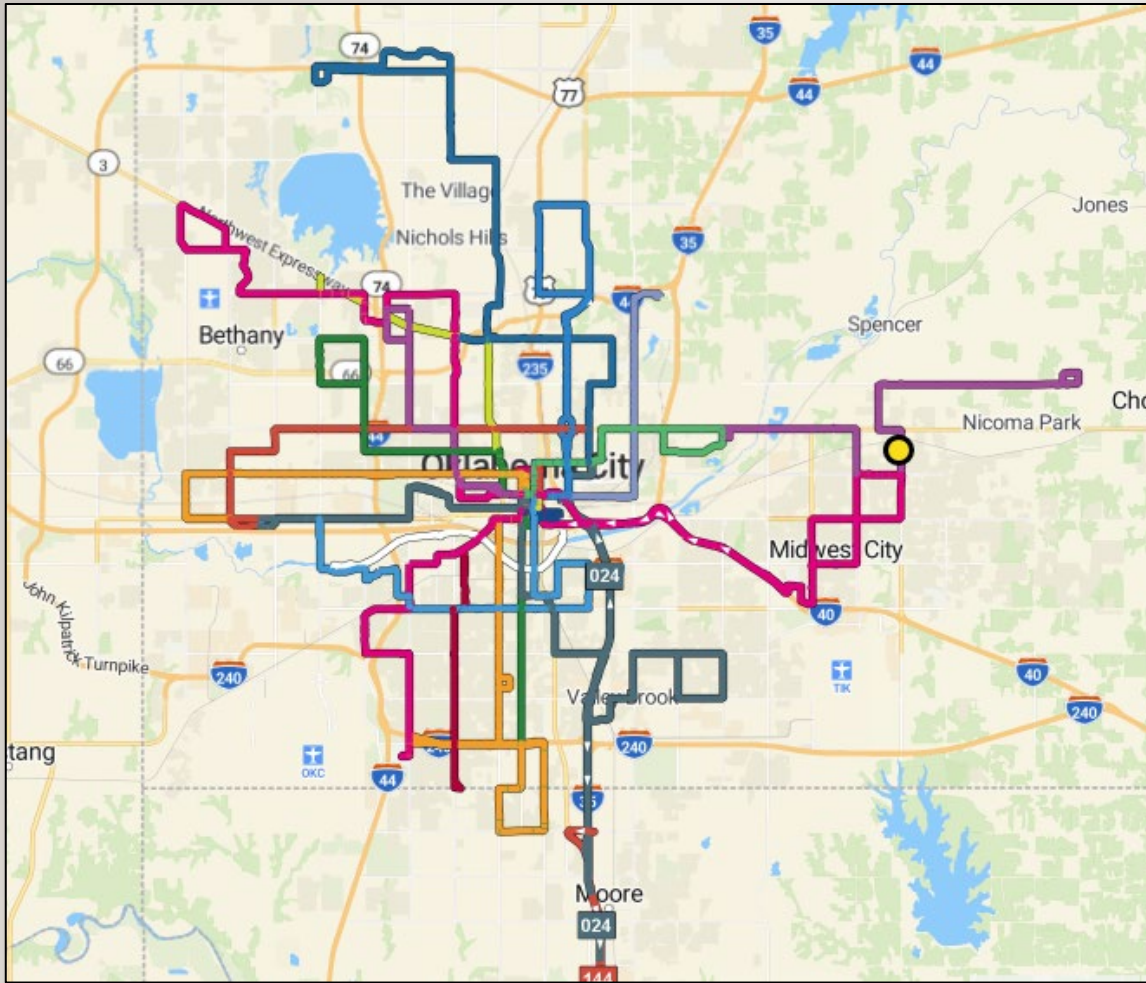




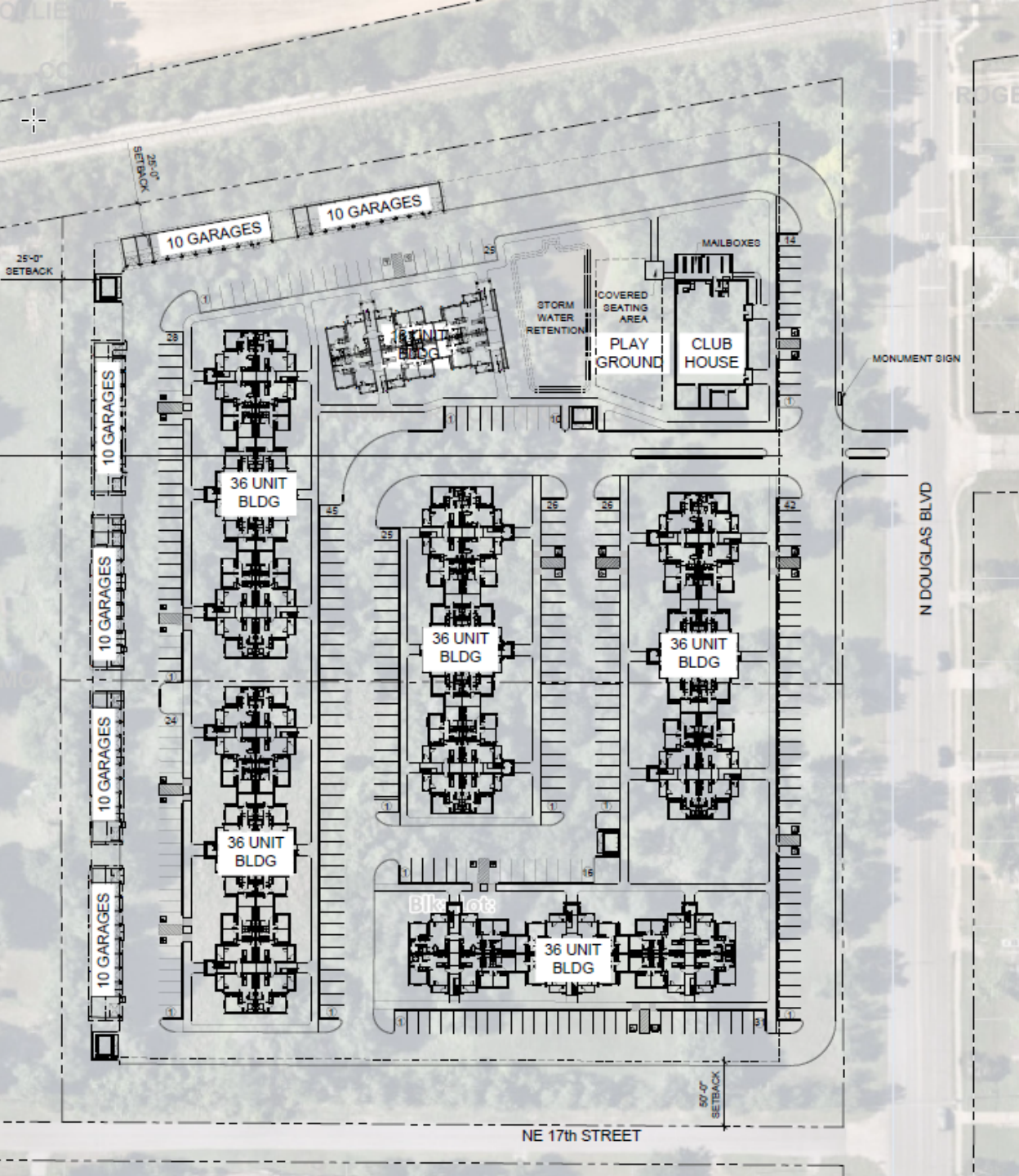
PROPERTY CHARACTERISTICS

- 2 lots
- 1 owner
- 11.1 acres
- Zoned R-6
- 12" water line at site
- 8" sewer line east side of Douglas Blvd, 10" sewer line north of RR
- Primary arterial access
- Transit ready

TRANSIT

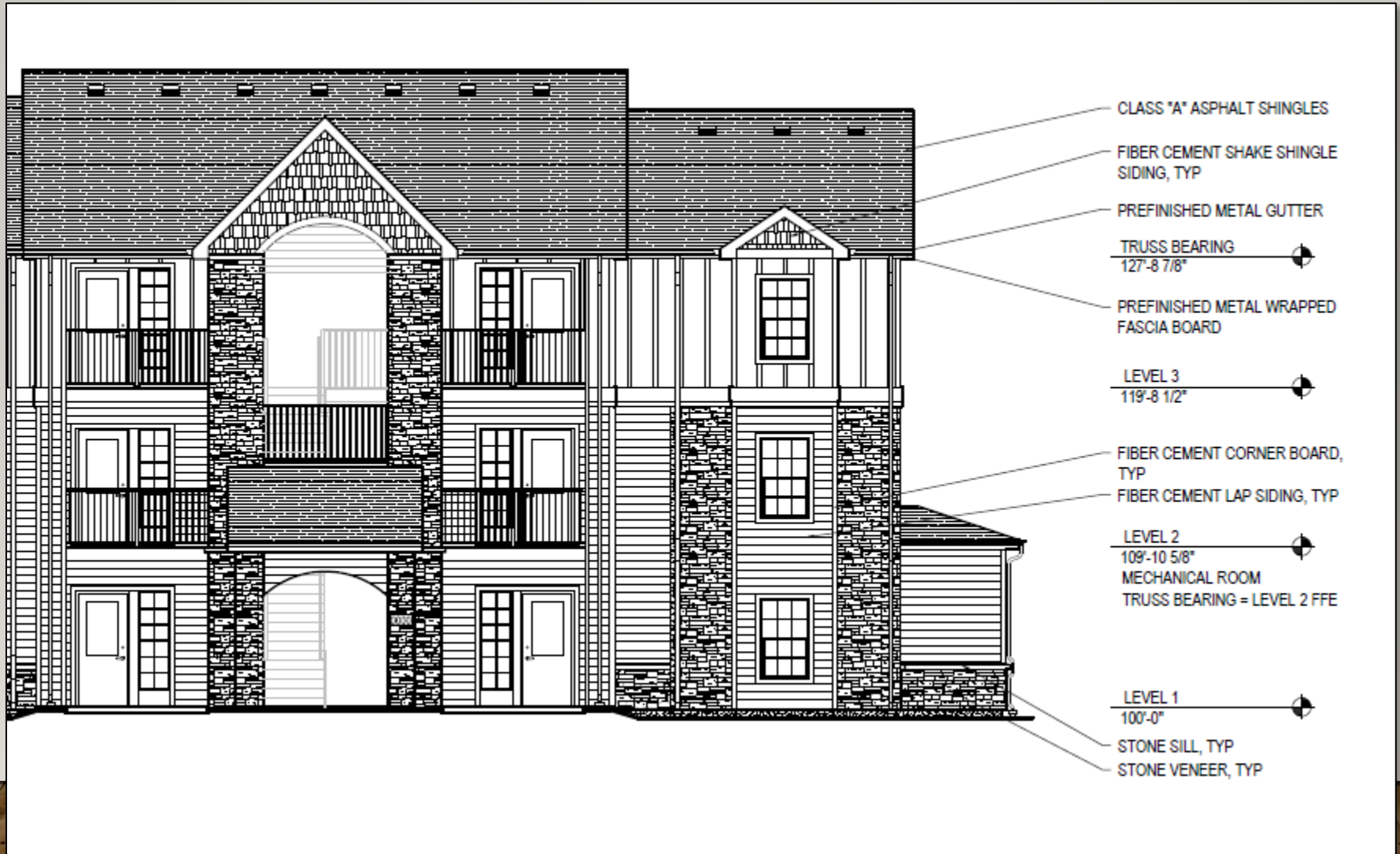


- Embark Route 19
- Connections to metro
- Stop 2971
 - N Douglas Blvd @ 17th St
- Stop 3513
 - N Douglas Blvd @ 19th St



CONCEPT PLAN

HIGH QUALITY BUILDING MATERIALS



DRAFT BUILDING ELEVATION

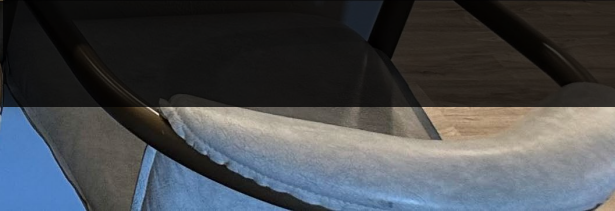
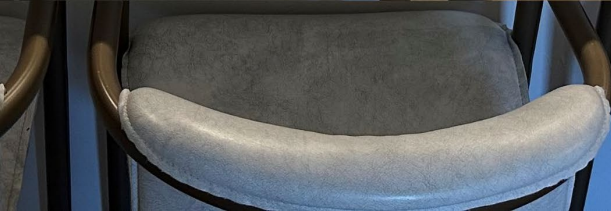




**CORNERSTONE APARTMENTS
YUKON, OK**



YUKON, OK





YUKON, OK



YUKON, OK

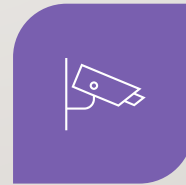
COMMUNITY AMENITIES



ONSITE
MANAGEMENT



ONSITE
MAINTENANCE



SECURITY
CAMERAS



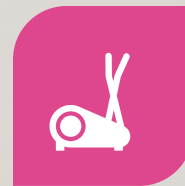
SHADE
SEATING



BUSINESS
CENTER



STORM
SHELTER



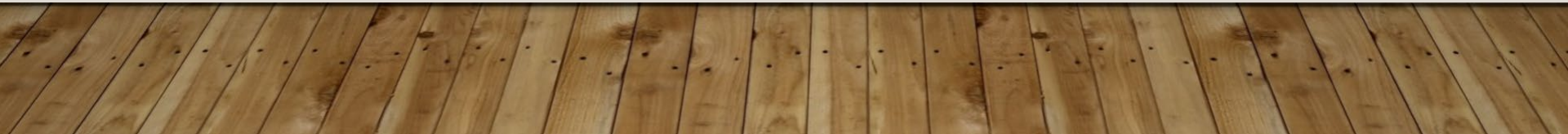
FITNESS
CENTER



PLAYGROUND

UNIT AMENITIES

- Plank flooring
- Hard surface countertops
- Window coverings
- Internet and cable hookups
- Storage



UNIT AMENITIES

- Energy Efficient Appliances (electric)
 - Frost Free fridge/freezer
 - Stove/oven with vented hood
 - Microwave
 - Dishwasher
 - Disposal
 - Washer and dryer
 - Ceiling fans in living room and bedrooms

RESIDENT CHARACTERISTICS

- Working families and individuals
- Most are local
- Cannot easily afford “Market Rate” housing
- Pass Credit Check
- Pass Background Check
- Income Verified

RESIDENT INCOME

- Must show proof of income
- Income qualify
 - Up to \$37,620 for single person household
 - Up to \$42,960 for a two-person household
 - Up to \$48,360 for a three-person household
 - Up to \$53,700 for a four-person household

2024 MAX RENTS

- One Bedroom Units
 - \$1,007
- Two Bedroom Units
 - \$1,209
- Three Bedroom Units
 - \$1,396

Maximum amount including rent and utilities.

BENEFITS TO MIDWEST CITY

- High demand for workforce housing
- Large employment center, provides housing close to work
- Allows family members to stay in Midwest City
- Will be developed consistent with City policy

Goal 5: Encourage a quality housing environment within the City that meets the needs of a variety of people.

- Objective 5.1 Develop specific strategies for blighted homes/areas.
- Objective 5.2 Continue with existing housing programs and attempt to add additional funding.
- Objective 5.3 Increase home ownership rates (tenure).
- Objective 5.4** Provide housing diversity throughout the City with:
 - 5.4.1 A diversity in housing type, and
 - 5.4.2 A diversity in housing value.
- Objective 5.5 Protect the integrity of existing and future neighborhoods by ensuring 1) that existing neighborhoods are maintained to a high standard and 2) that new neighborhoods are initially developed to a high standard.
- Objective 5.6** Encourage development of quality residential housing throughout the City that is responsive to the diverse housing market needs of the community.
- Objective 5.7 Promote rehabilitation and reconstruction of substandard housing.
- Objective 5.8 Investigate adding additional residential zoning districts to accommodate various minimum lot and dwelling sizes.
- Objective 5.9 Ensure that new developments are appropriately buffered from existing developments.

COMPREHENSIVE PLAN HOUSING GOALS

LAND USE POLICIES

12. High Density Residential Land Uses Comprehensive Plan Pg 4-28

- Medium density uses should also be permitted in any area designated for high density use.
- In order to ensure that multiple-family areas are designed to a high standard, the City should consider incorporating the following guidelines into the Zoning Ordinance:
 - ✓ The proposed multiple-family tract should be adjacent to an arterial roadway;
 - ✓ All structures within the multiple-family development should be at least 90 percent masonry on exterior of the first story;
 - ✓ If the tract is adjacent to single-family residential dwellings, transition areas (green space, buffer areas, medium density development, etc.) should be incorporated into the project;
 - ✓ Based upon the density of the complex, an appropriate amount of usable open space should be required;
- Multiple-family areas and related development standards are also discussed within the *Image and Design Plan* (Chapter 5) and the *Housing and Neighborhoods Plan* (Chapter 6).

SCHEDULE/NEXT STEPS

- ~~Pre-application Conference~~
- Finalize due diligence
- City entitlements
- Construction
- Opening

We Welcome Your Questions

Thank You!

Bobbi Jo Lucas, President

(402)341-0888

blucas@cstonellc.net

Brad Schwab, Vice President of Development and Acquisitions

(303)517-7875

bschwab@cstonellc.net



2 **RESOLUTION NO. _____**

3 **A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICA-**
4 **TION FROM SINGLE-FAMILY DETACHED RESIDENTIAL LAND USE TO HIGH**
5 **DENSITY RESIDENTIAL LAND USE FOR THE PROPERTY DESCRIBED IN THE**
6 **RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.**

7 **WHEREAS**, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the fol-
8 lowing described property identified, for future planning purposes, as Single-Family Detached
9 Residential:

10 For the property described as a part of the Northeast Quarter (NE/4) of Section Twenty-
11 Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian,
12 Oklahoma County, Oklahoma, located at 1905 & 1919 N. Douglas Blvd., Midwest
13 City, Oklahoma.

14 **WHEREAS**, it is the desire of the applicant to amend the future planning classification of the
15 above referenced property from Single-Family Detached Residential to High Density Residen-
16 tial.

17 **WHEREAS**, with the applicant’s request the change in future planning classification complies
18 with the City’s Comprehensive Plan.

19 **WHEREAS**, the applicant has met both state and local notification requirements.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY,**
21 **OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

22 That the classification of above described property located in Midwest City, Oklahoma is hereby
23 changed from Single-Family Detached Residential Land Use to High Density Residential Land
24 Use on the Comprehensive Plan Map.

25 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
26 homa, on the _____ day of _____, 2024.

27 **THE CITY OF MIDWEST CITY, OKLAHOMA**

28 _____
29 **MATTHEW D. DUKES II, Mayor**

30 **ATTEST:**

31 _____
32 **SARA HANCOCK, City Clerk**

33 **APPROVED** as to form and legality this _____ day of _____, 2024.

34 _____
35 **DONALD MAISCH, City Attorney**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY DETACHED RESI-**
5 **DENTIAL DISTRICT TO R-HD, HIGH DENSITY RESIDENTIAL DISTRICT, AND DI-**
6 **RECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
7 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
8 **PROVIDING FOR REPEALER AND SEVERABILITY**

9 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

10 **ORDINANCE**

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 from R-6, Single-Family Detached Residential District to R-HD, High Density Residential Dis-
13 trict subject to the conditions contained in the PC-2183 file, and that the official Zoning District
14 Map shall be amended to reflect the reclassification of the property’s zoning district as specified
15 in this ordinance:

16
17 For the property described as a part of the Northeast Quarter (NE/4) of Section Twenty-
18 Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian,
19 Oklahoma County, Oklahoma, located at 1905 & 1919 N. Douglas Blvd., Midwest
20 City, Oklahoma.

21 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are
22 hereby repealed.

23 SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is
24 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
25 tions of the ordinance.

26 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
27 on the _____ day of _____, 2024.

28
29 THE CITY OF MIDWEST CITY, OKLA-
30 HOMA

31 _____
32 MATTHEW D. DUKES II, Mayor

33 ATTEST:

34 _____
35 SARA HANCOCK, City Clerk

36 APPROVED as to form and legality this _____ day of _____, 2024.

DONALD MAISCH, City Attorney

To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: September 24, 2024

Subject: (PC-2184) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Turtlewood 7th Addition for the property described as a tract of land lying in the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

Executive Summary: The Owner, Farzaneh Development, LLP, is requesting approval of the Final Plat of Turtlewood 7th Addition.

This final plat includes seventy-six (76) lots with a total of 15.96 acres.

The lots are all zoned Single-Family Detached Residential.

This development observes the 1985 Subdivision Regulations, but is subject to most recently adopted Zoning Regulations at time of building permit(s). The applicant has notated 5-foot side setbacks on the Final Plat, but current zoning regulations require 7-foot side setbacks. Approving the final plat as submitted would allow the lesser setbacks as allowed under the Zoning Regulations prior to 2010.

Staff performed their standard review of the final plat, and all requirements have been satisfied.

Development is subject to formal site plan review when building permits are pulled.

Both state and local notification requirements were met.

The Applicant was present at the Planning Commission meeting and addressed the Commission.

Two surrounding property owners addressed the commission with concerns of drainage.

Staff recommends approval of this item.

Planning Commission recommended unanimous approval (4-0).

Action is at the discretion of the Council.



Dates of Hearing:

Planning Commission- September 3, 2024

City Council- September 24, 2024

Date of Pre-Application Meeting:

June 2024

Council Ward: Ward 6, Rick Favors

Owner: Farzaneh Development, LLLP

Applicant: Christopher D. Anderson (SMC Consulting Engineers, P.C.)

Size: Contains an area of 15.96 acres MOL

Zoning Districts:

Area of Request- R-6, Single-family Detached Residential District

North- R-6, Single-family Detached Residential District

South- PUD, Planned Unit Development

East- R-6, Single-family Detached Residential District; I-2, Moderate Industrial District

West- R-6, Single-family Detached Residential District

Land Use:

Area of Request- Vacant

North- Single-family residences

South- Single-family residences; Eagle Industries; Vacant Industrial Sites

East- Single-family residences

West- Single-family residences

Municipal Code Citation:

Sec. 38-19 – Final Plat

Sec. 38-19.1. Purpose.

The purpose of a final plat is to ensure:

- (a) *Consistency with standards.* That the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance pertaining to the adequacy of public facilities;
- (b) *Provide for public improvements.* That public improvements to serve the subdivision or development have been installed and accepted by the city or that provision for such installation has been made; and
- (c) *Other requirements and conditions.* That all other requirements and conditions have been satisfied or provided for to allow the final plat to be recorded.

History:

1. April 2004 – (PC-1529) Preliminary Plat of the Turtlewood Addition was approved.
2. July 2004 – (PC-1552) The Final Plat of Turtlewood Section 1 was approved.
3. September 2004 – (PC-1560) The Preliminary Plat of Turtlewood Section 3 was approved.
4. May 2006 – (PC-1610) The Final Plat for Turtlewood Section 2 was approved.
5. July 2006 – (PC-1616) A revised Preliminary Plat for the Turtlewood Addition was approved.
6. September 2009 – (PC-1701) The Final Plat for Turtlewood Section 3 was approved.

7. December 2009 – (PC-1706) The Final Plat for Turtlewood Section 4 was approved.
8. April 2013 – (PC-1785) The Final Plat for Turtlewood Section 5 was approved.
9. January 2018 – (PC-1929) A revised preliminary plat for the Turtlewood Addition was approved.
10. February 2018 – (PC-1932) The Final Plat of Turtlewood Section 6 was approved.
11. September 2019 – (PC-2018) The Final Plat of Aspen Ridge Section 3 (formerly known as Turtlewood) was approved.
12. August 2021 – (PC-2083) The Replat of Aspen Ridge Section 3 was approved.
13. September 3, 2024- Planning Commission recommended approval of the Turtlewood 7th Addition Final Plat.

Next Steps:

If Council approves this Final Plat, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital). After filed copy is received, new construction building permits can be pulled.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a final plat application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: This application is for the final plat of the Turtlewood 7 subdivision located along the west side of Westminster Drive a little north of S.E. 29th Street.

Public Improvements

The requirements of the public improvements can be found in the subdivision regulations under:

Sec. 38-30.1. Completion prior to final plat approval and recordation.

- (a) Construction required prior to final plat approval and recordation. Completion of all required public improvements, in accordance with the approved preliminary plat and the approved construction plans, shall occur prior to final plat approval and recordation.
- (b) Final plat shall not be accepted. A final plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of all required public improvements.

Upon application of final plat, this office reviewed all the public improvements for compliance with the subdivision regulations.

Water

Water line improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Sanitary Sewer

Sanitary Sewer improvements were permitted through this office and Oklahoma Department of Environmental Quality (ODEQ). Construction of the improvements were inspected by the Construction Inspector and completed.

Stormwater

Stormwater improvements were permitted through this office. Construction of the improvements were inspected by the Construction Inspector and completed.

Street

The new roadway improvements were permitted through this office. Construction of the improvements were inspected by the Construction Inspector and completed.

Sidewalk

The sidewalks were permitted through this office. The sidewalk has been approved but the developer will install it during the home building process. Construction of the sidewalk at the time of this summary it has not been completed.

Easements

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. These dedications are reflected on the final plat.

Lighting

Public street lighting has been ordered but has not been installed in the development. The developer will be responsible for installing any lighting in the development.

Signage

Public signage has been ordered but has not been installed in the development. The developer will be responsible for installing street signage in the development.

Record Drawings, Lien Release, and Bonding

Record drawings have been submitted to the city and filed accordingly. Bonds were provided for all the public infrastructure and lien releases has been received.

Fire Marshal's Comments:

Fire hydrants shall be located and so spaced that no hose lay from a fire apparatus exceeds five hundred (500) feet within areas containing one- and two-family detached dwellings.

Access and operational standards for controlled access gates and gated subdivisions shall meet the requirements set forth in Midwest City Ordinance Sec. 15-26.

Though Painted Turtle Way exceeds 150', Fire Marshal has approved there not being dead-end turnaround.

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends. Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22.
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality (“ODEQ”) and Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in “green belt” per Midwest City Municipal Code Section 43-54.
*Two-foot horizontal green belt buffer zone and vertical clearance zone of five feet.

Sewer

- Sanitary sewer is available to the property. The applicant shall be responsible for communicating the anticipated daily sewer discharge.

Landscaping

Protection of Utilities.

- No street tree, other than those species listed as small trees in section 42-5 of Midwest City Municipal Code, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility.

Distance from fireplugs.

- No street trees shall be planted closer than ten (10) feet from any fireplug per Section 42-9 of Midwest City Municipal Code.

**Please note, these requirements do not supersede landscape requirements per Zoning Regulations. If landscaping is to be removed due to encroachment of required utilities protection buffer and/or fireplug distance requirements, new landscaping plan shall be submitted to Planning & Zoning for approval.*

Planning Division:

Staff met with the applicant June of 2024 for a pre-application meeting.

This final plat includes seventy-six (76) lots with a total of 15.96 acres MOL.

This development observes the 1985 Subdivision Regulations but is subject to the most recently adopted Zoning Regulations at the time of building permit(s). The side yard setback, as shown on the plat, would be established at 5 feet.

Staff identified some revisions that were required, and the Applicant addressed and satisfied all the requirements.

Action is at the discretion of the Council.

Action Required:

Approve or reject the Final Plat of Turtlewood 7th Addition for the property noted herein, subject to staff comments as found in the September 24, 2024, Council agenda packet and made part of the PC-2184 file.

Suggested Motion:

“To approve the Final Plat of Turtlewood 7th Addition subject to staff comments found in the September 24, 2024, Council agenda packet and made part of the PC-2184 file.”

Please feel free to contact the Planning Manager’s office at (405) 739-1223 with any questions.

A handwritten signature in black ink that reads "Matt Summers". The signature is written in a cursive, slightly slanted style.

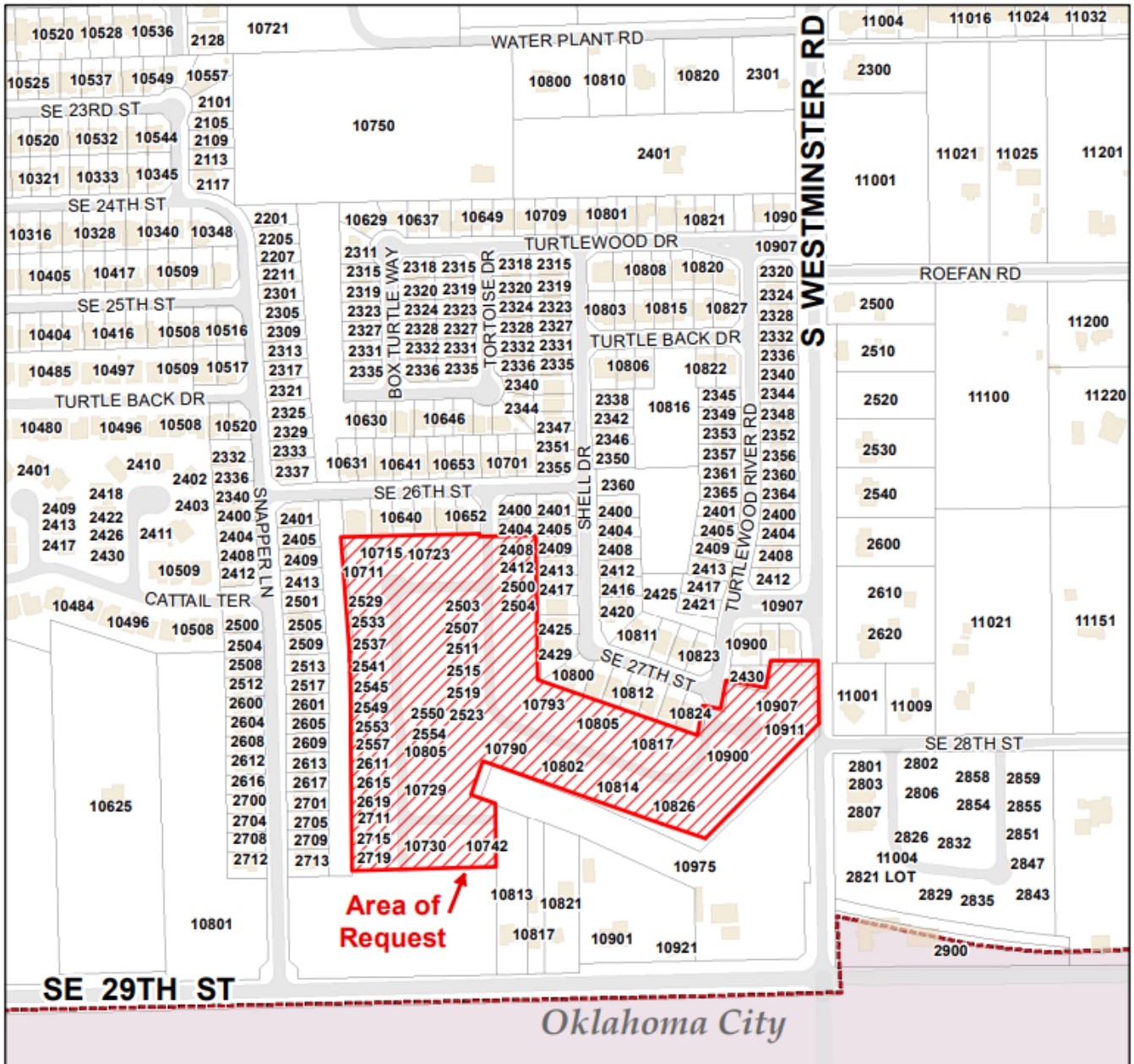
Matt Summers

Director of Planning & Zoning

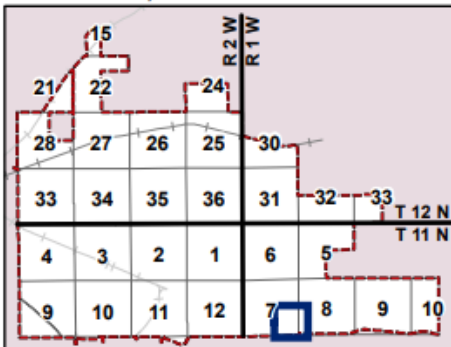
ER



GIS- Information Technology/ Planning & Zoning



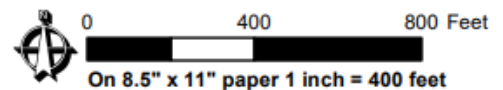
Locator Map



General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

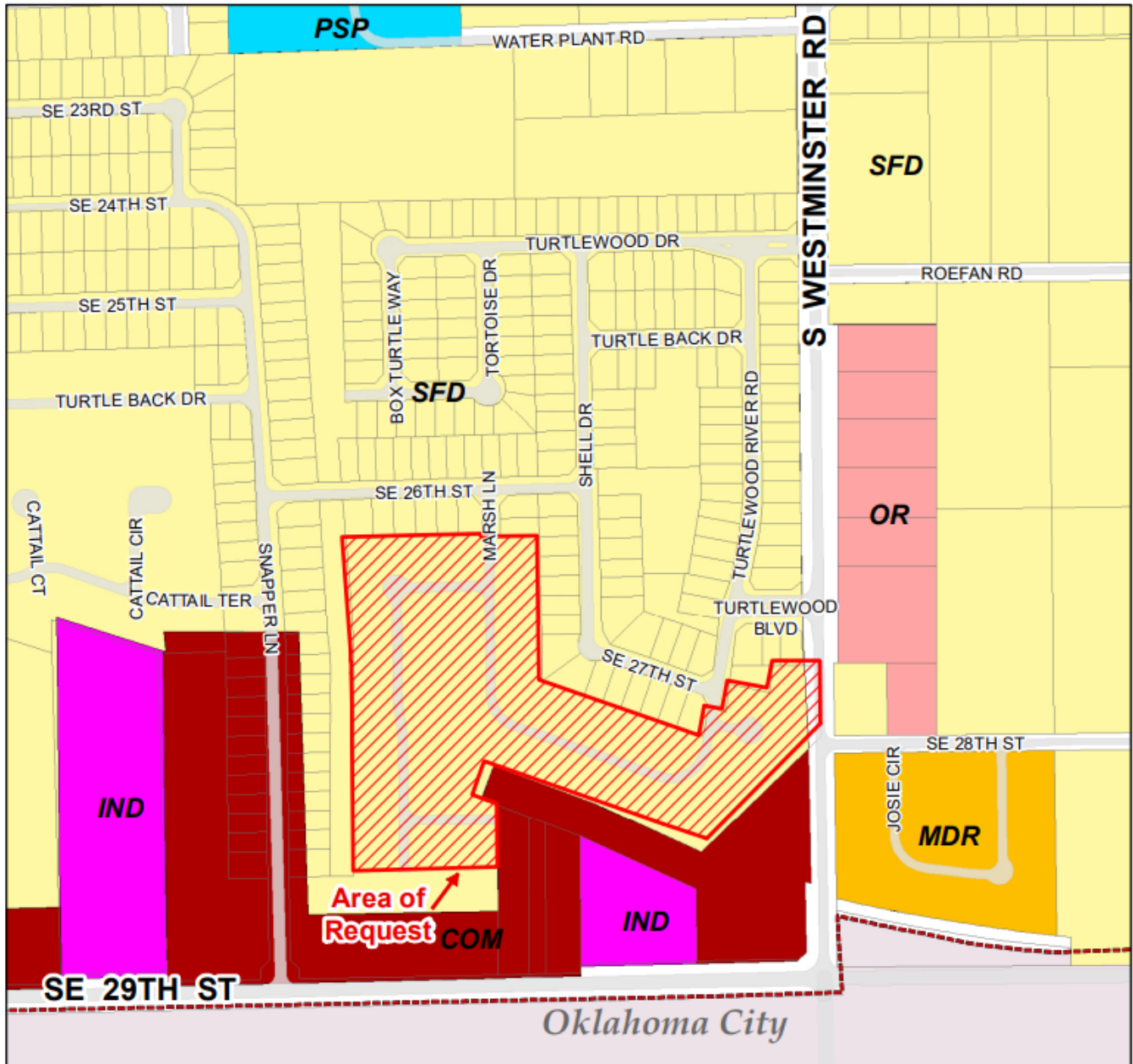
**GENERAL MAP FOR
PC-2184
(SE/4, Sec 7, T11N, R1W)**



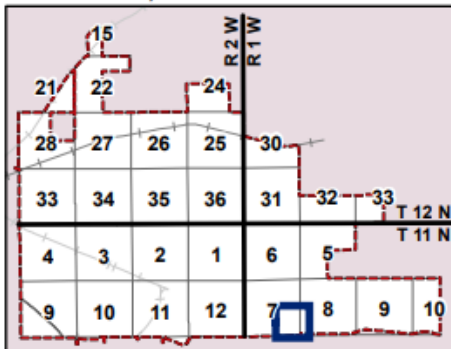
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



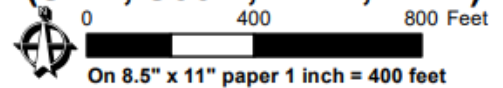
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

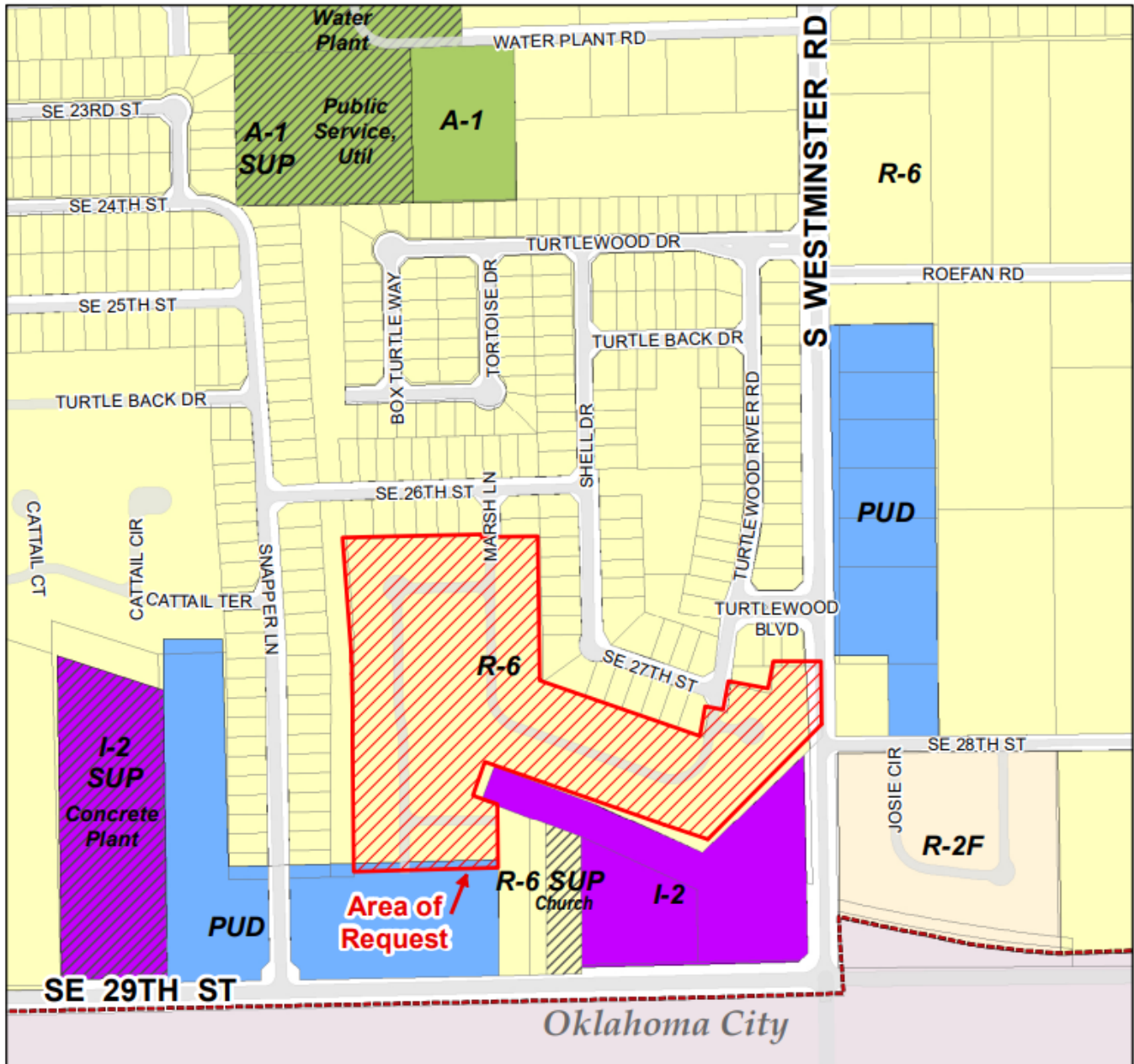
**FUTURE LAND USE
MAP FOR
PC-2184
(SE/4, Sec 7, T11N, R1W)**



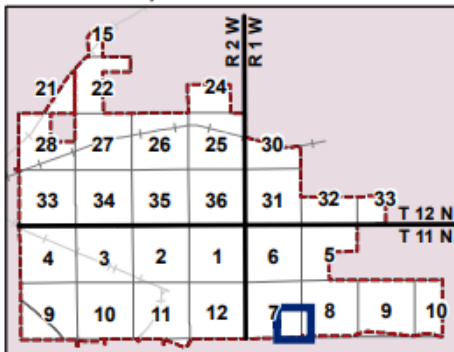
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



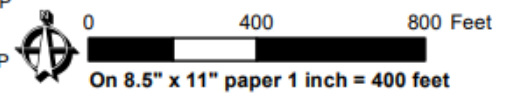
Locator Map



Current Zoning Legend

| | | |
|---------|---------|----------|
| A-1 | I-2 SUP | R-35 |
| A-1 SUP | I-3 | R-2F |
| C-1 | O-1 | R-MD |
| C-1 SUP | O-1 SUP | R-MD SUP |
| C-2 | O-2 | R-HD |
| C-2 SUP | O-2 SUP | R-HD SUP |
| C-3 | R-6 | R-MH-1 |
| C-3 SUP | R-6 SUP | R-MH-2 |
| C-4 | R-8 | PUD |
| C-4 SUP | R-10 | SPUD |
| I-1 | R-22 | HOS |
| I-2 | | HOS SUP |

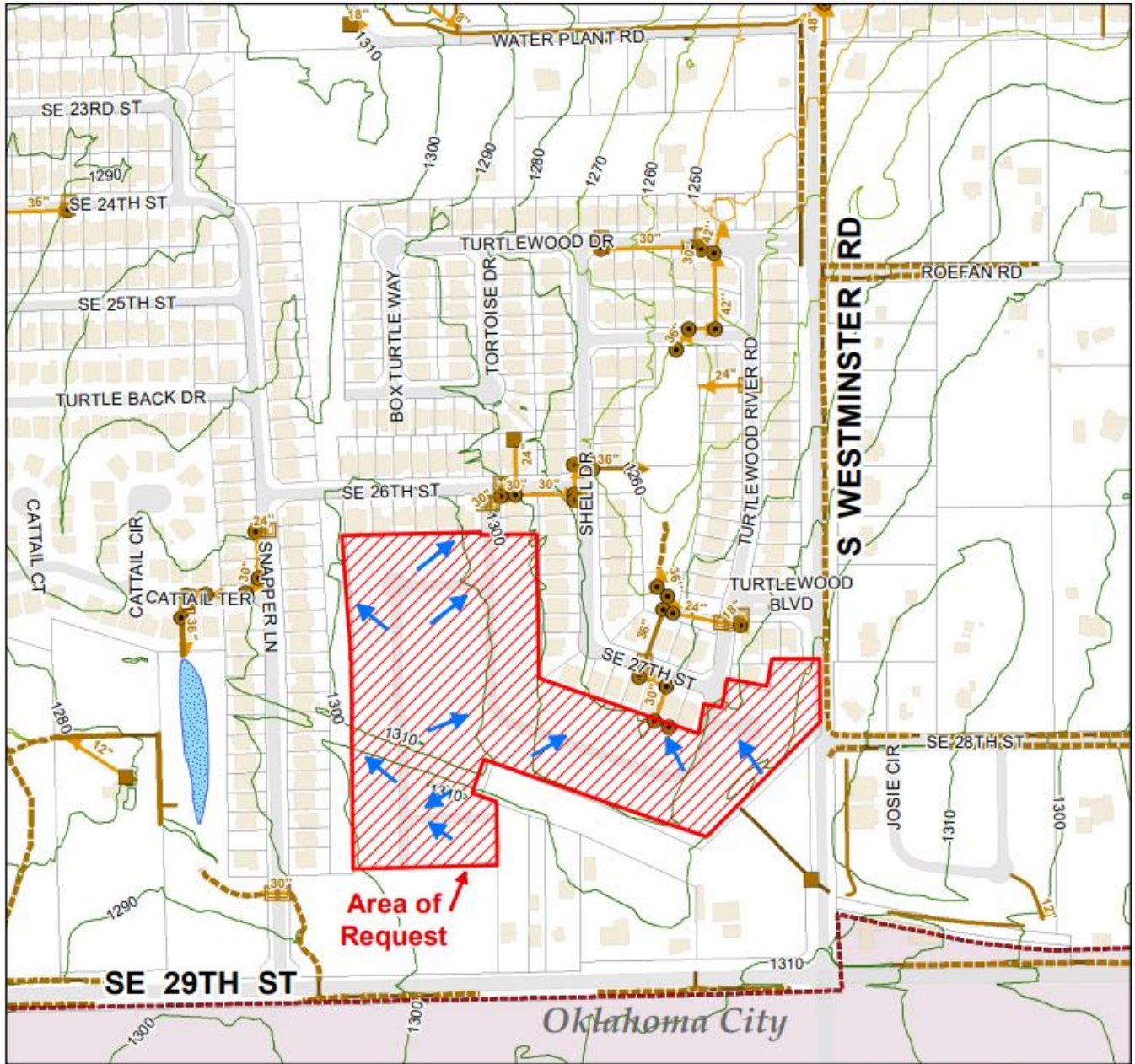
ZONING MAP FOR PC-2184 (SE/4, Sec 7, T11N, R1W)



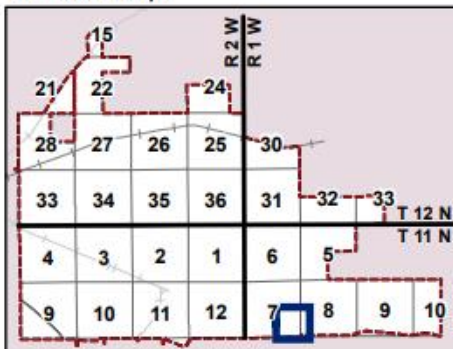
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2184

(SE/4, Sec 7, T11N, R1W)



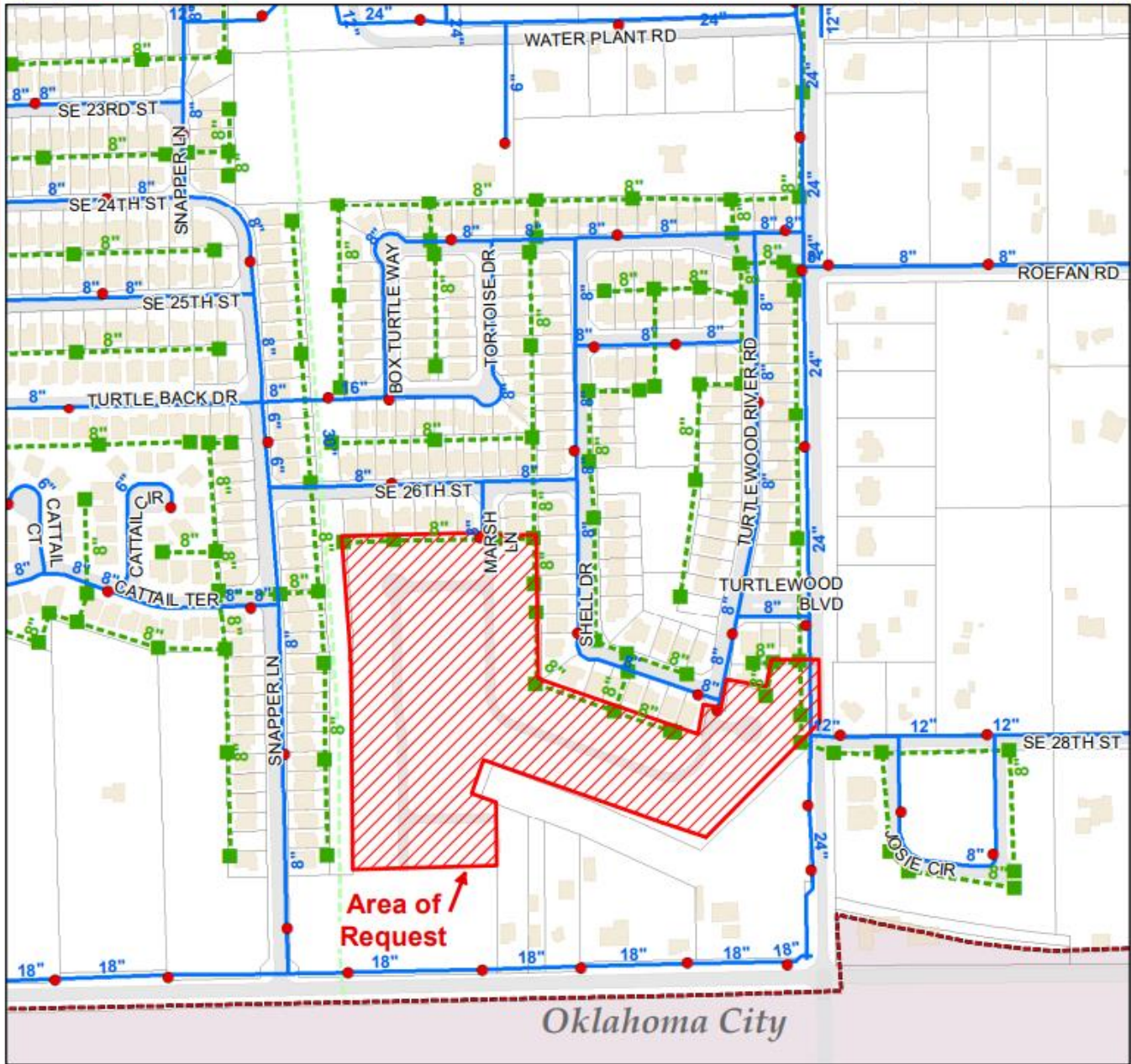
0 400 800 Feet

On 8.5" x 11" paper 1 inch = 400 feet

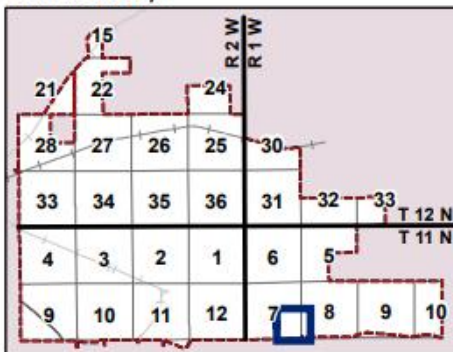
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



Locator Map

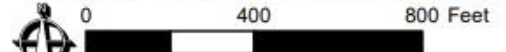


Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2184**

(SE/4, Sec 7, T11N, R1W)



On 8.5" x 11" paper 1 inch = 400 feet

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Εγγινεσρινγ ανδ
Χονστρυχιον Σερωιχεσ
100 Ν Μιδωεστ Βουλεωαρδ
Μιδωεστ Χιτη, ΟΚ. 73110
Οφφιτηε 405.739.1220

NOTICE OF ACCEPTANCE

Date: September 3rd, 2024

RE: Turtlewood 7 Addition

Home Creations:

I want to inform you that the infrastructure built to service the **Turtlewood 7 Addition** development located along the west side of Westminster Road just north of S.E. 29th Street has been inspected by the City's Engineering staff and was constructed to meet the City's standards. Along with construction being complete, staff has received as-builts and lien releases for the improvements. All necessary materials will be submitted for acceptance by the City Council on September 24th, 2024, closing the project.

This infrastructure includes:

- Water line extensions within the development.
- Sewer line extensions within the development.
- Street and storm drainage extensions within the development.

Patrick Menefee, P.E.,
City Engineer

To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: September 24, 2024

Subject: (PC-2185) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit to allow “Food and Beverage Retail Sales” for the property described as a part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1740 S. Sooner Rd. Suites A & E.

Executive Summary: The applicant, Steve Randall, is requesting a Special Use Permit for the subject property to allow for the uses allowable in 4.4.29. *Food and Beverage Retail Sales* in the Hospitality District.

The suites are currently vacant and have never been occupied.

The applicant is proposing to operate *Crumbl Cookie* at the location which is a small-scale bakery shop with a take-out concept. There is no drive-through and no indoor or outdoor seating.

Approving the Special Use Permit would allow for the outlined intents of the business to be in zoning compliance with the City. The Hospitality District provides uses compatible with the tourism industry (such as restaurants) and staff feels the proposed use is compatible.

Both state and local public notice requirements were fulfilled, and staff received no comments regarding this case.

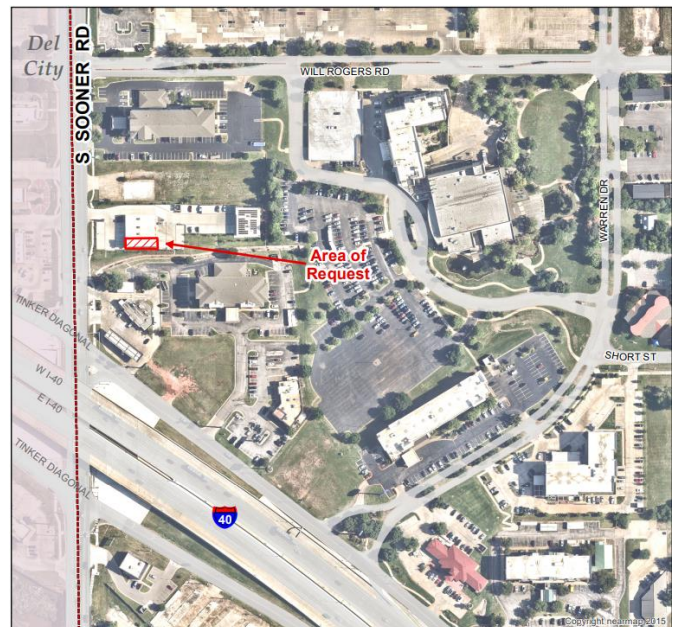
Staff recommends approval of this application with the following conditions:

1. Special Use Permit expires with the occupancy of Crumbl Cookie. If and when a new tenant applies for new occupancy, staff recommends they apply for their own Special Use Permit (if applicable).

If approved, the applicant shall apply for any applicable building permits and Certificate of Occupancy through the Engineering and Construction Services Department.

The Applicant was present at the Planning Commission meeting and addressed the Commission. The Planning Commission unanimously recommended approval of this application.

Action is at the discretion of the Council.



Dates of Hearings:

Planning Commission- September 3, 2024

City Council- September 24, 2024

Council Ward: Ward 1, Susan Eads

Proposed Use: Crumbl Cookie

Zoning Districts:

Area of Request- Hospitality District (“HOS”) with a Special Use Permit

North- Hospitality District (“HOS”)

South- Hospitality District (“HOS”)

East- Hospitality District (“HOS”)

West- Del City City Limits

Land Use:

Area of Request- Strip Center (AT&T and FedMed Physical Therapy)

North- Holiday Inn Express

South- Casey’s gas station

East- Randall Pain Management

West- Del City City Limits

Comprehensive Plan Analysis:

The Comprehensive Plan does not offer much guidance on Special Use Permit applications. The Future Land Use map proposes Office/Retail land use for the subject property if it were to be rezoned in the future.

Staff finds the Comprehensive Plan supports the proposed use of a food and beverage-based retail business at this location. The proposed use is compatible with the tourism industry and the surrounding uses.

Municipal Code Citation:

2.15. – HOS, Hospitality District

2.15.1. *General Description.* The HOS, Hospitality District is intended to provide a dynamic environment centered on tourist activities such as conferences, events, and meetings. The district will provide uses compatible with the tourism industry, such as hotels and restaurants.

7.6. – Special Use Permit

7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

- (A) *Consideration for compatibility.* With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.
- (B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's

recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

- (C) Use *identified by individual zoning district*. If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.2. *Application*. Application and public hearing procedures for a special permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).

7.6.3. *Criteria for Special Permit Approval*.

- (A) Special use permit *criteria*. The City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

- (B) *Specific conditions*. The City Council may impose specific conditions regarding:

- (1) the duration of the permit,
- (2) the location, design, operation, and screening to assure safety,
- (3) to prevent a nuisance, and
- (4) to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

7.6.4. *Status of Special Use Permits*. Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit.

Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

7.6.5. *Expiration of Special Use Permits*. All special use permits shall expire by default:

- (A) *Non-establishment*.

- (1) If the use is not established within twelve (12) months and no extension is approved.
- (2) When a building permit has not been issued for construction within twelve (12) months of City Council approval the applicant or owner may request a hearing for an extension of the initial special use permit approval.
- (3) Good cause for an extension shall mean that the owner shows evidence that he has contractors or applications for continual development within the next year following the original approval.

- (B) *Discontinuance*. If the use once established has been discontinued for a period of twelve (12) months or abandoned.

- (C) *Lack of substantial compliance.* Whenever the Community Development Director finds that any proposed construction or occupancy will not, in his opinion, substantially comply with the special use permit, he shall refer the question to the City Council for its review.
- (D) *Amendment.* When the holder of a special use permit determines that an extension of time or modification of the use is necessary, he may apply for amendment in the same manner as the original application. The amendment shall be processed in the same manner as an original application.

The following use is permitted in the Hospitality District with a Special Use Permit:

4.4.29. Food and Beverage Retail Sales. Establishments or places of business primarily engaged in the retail sales of food and beverages.

Next Steps:

- If approved, the applicant shall apply for any applicable building permits for remodel, signs, etc., and then for Certificate of Occupancy through the Engineering and Construction Services Department.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a Special Use Permit application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a twelve (12) inch line running along the east side of South Sooner Road. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main servicing the proposed parcel, an eight (8) inch line running along the east side of the parcel. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is available from South Sooner Road, respectively. South Sooner Road is classified as a primary arterial in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:

New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2018 International Fire Code (IFC), the 2018 International Building Code (IBC), and the National Fire Codes.

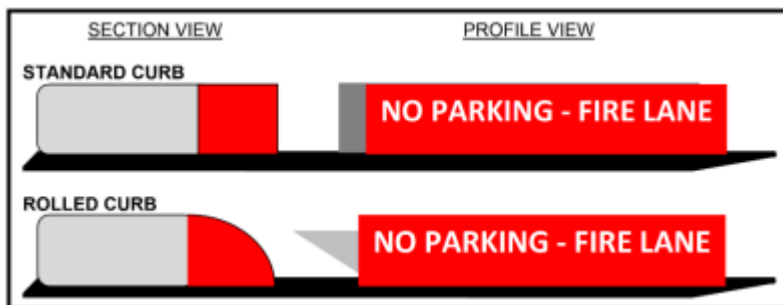
Fire extinguishers are required to be installed in accordance with Section 906 of the International Fire Code, as well as NFPA 10.

Address shall be identified on the front side of the facility in contrasting colors and shall be legible from the public access road. IFC Section 505.

Fire / panic hardware is required on all egress doors that are not main entrance doors.

Duct detectors are required on any HVAC system that has the capability of producing 2,000 CFM. IF not already provided, duct detection is required to be tied into the fire alarm system on-site.

A fire lane is required in accordance with IFC Section 503 and the Midwest City Ordinances Section 15-15. A fire lane shall mean any thoroughfare twenty (20) feet or more in width and approved and accepted by the appropriate fire official as a fire lane. Fire lanes shall be interchangeable with the term "street" for the purpose of this Code, provided the entire width of a fire lane on the same site may be used to determine horizontal separation between two (2) or more structures. Fire lane to be a 6" continuous red stripe with "Fire Lane – No Parking" in 4" white lettering spaced every 60'-0" O.C. Face of curbs shall be painted when applicable and the fire lane shall begin at the street access / egress point of the road and wrap around into the parking lot.



Hood suppression systems may be required dependent of the type of appliances located within the space. Commercial cooking facilities will be evaluated to determine if a full commercial cooking facility is being utilized.

Emergency preparedness plans are required to be maintained and displayed. (IFC 403.2).

Paint striping is required on the floors in front of all electrical panels indicating “No Storage” areas. (IFC 605.3).

Knox Box 3200 series lock box keyed for Midwest City Fire Department is required to be installed adjacent to the main entrance to the facility and at the riser room exterior access door. (IFC 506).

This code analysis has been provided with the current information provided from the applicant. This list is not an all-inclusive list of compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record.

Public Works’ Comments:

Line Maintenance

Water

- If existing water meter must be relocated or new meter to be installed, water meter(s) shall be installed in “greenbelt” per Midwest City Municipal Code Section 43-54.
*Two-foot horizontal green belt buffer zone and vertical clearance of five feet.

Sewer

- All facilities that meet Sec. 43-189 (2) "Facilities generating FOG (fats, oils, grease) as a result of food manufacturing, processing, preparation or service shall install, use and maintain appropriate grease interceptors. These facilities include, but are not limited to, restaurants, food manufacturers, food processors, hospitals, hotels, motels, prisons, nursing homes, churches, day cares and any other facility preparing, serving or otherwise making any foodstuff available for consumption." shall be required to install and maintain a minimum 1000 gallon or equivalent interceptor as dictated by ordinance.
- A variance to the 1000-gallon requirement may be requested, it shall be reviewed, and a final ruling will be made by Line Maintenance.
- If approved, a City provided Sewer Use Survey will be required to be submitted by applicant to address types of wastewater produced and method(s) of wastewater disposal for any remodel permit, Change of Ownership Compliance, and/or Certificate of Occupancy applied for.

Planning Division:

A Commercial Remodel Building Permit was pulled for Suites A&E July 12, 2024, and upon plan review, was determined a Special Use Permit shall be required.

Though the proposed use could fall under several zoning use unit classifications, staff determined 4.4.29. *Food and Beverage Retail Sales* is the most applicable and least intensive.

The subject property is currently zoned HOS, Hospitality District and the proposed use is allowable with a Special Use Permit.

The Applicant has been advised that sign permits shall be pulled by the property owner or licensed contractor, and they can contact the City about allowable sign materials and placement.

Health Department approval is required. Kitchen plans shall be sent to the Current Planning Manager, then she will send them to the Health Department's plan reviewer.

Staff recommends approval of this application due to its satisfaction of the criteria described in Section 7.6.3 (A) of the Zoning Regulations.

Staff's responses to the criteria are bolded below:

- (1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
The proposed use is in harmony with the policies of the Comprehensive Plan. The Future Land Use designation of the property is Office/Retail, and the proposed use is a retail based.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
The proposed use is in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
Due to the operating hours and being generally quiet in nature, the proposed use could be deemed compatible due to its location and the surrounding uses. The subject property is adjacent to a gas station, hotels, and multi-tenant strip centers, as well as Interstate 40. The proposed use will not adversely affect the neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
Though the proposed use will add to the traffic, staff feels it would not be in conflict. A more intense use could not be conducted without a new Special Use Permit.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.
The structure is served by City water and sewer. Parking is shared with the shopping center. Sign permits shall be pulled prior to being erected.

Staff also recommends the following condition be approved with the Special Use Permit:

1. Special Use Permit expires with the occupancy of the Grind Prep Academy. If and when a new tenant applies for new occupancy, staff recommends they apply for their own Special Use Permit (if applicable).

Action is at the discretion of the Council.

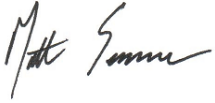
Action Required:

Approve or reject a Special Use Permit (SUP) to allow the use of "Food and Beverage Retail Sales" in the (HOS) Hospitality District for the property noted herein, subject to staff comments as found in the September 24, 2024, Council agenda packet and made part of the PC-2185 file.

Suggested Motion:

“To approve the Special Use Permit for 1740 S. Sooner Road Suites A & E to allow Food and Beverage Sales in the HOS, Hospitality District subject to Staff Comments found in the September 24, 2024, Council agenda packet and made part of the PC-2185 file.”

Please feel free to contact the Planning Manager’s office at (405) 739-1223 with any questions.

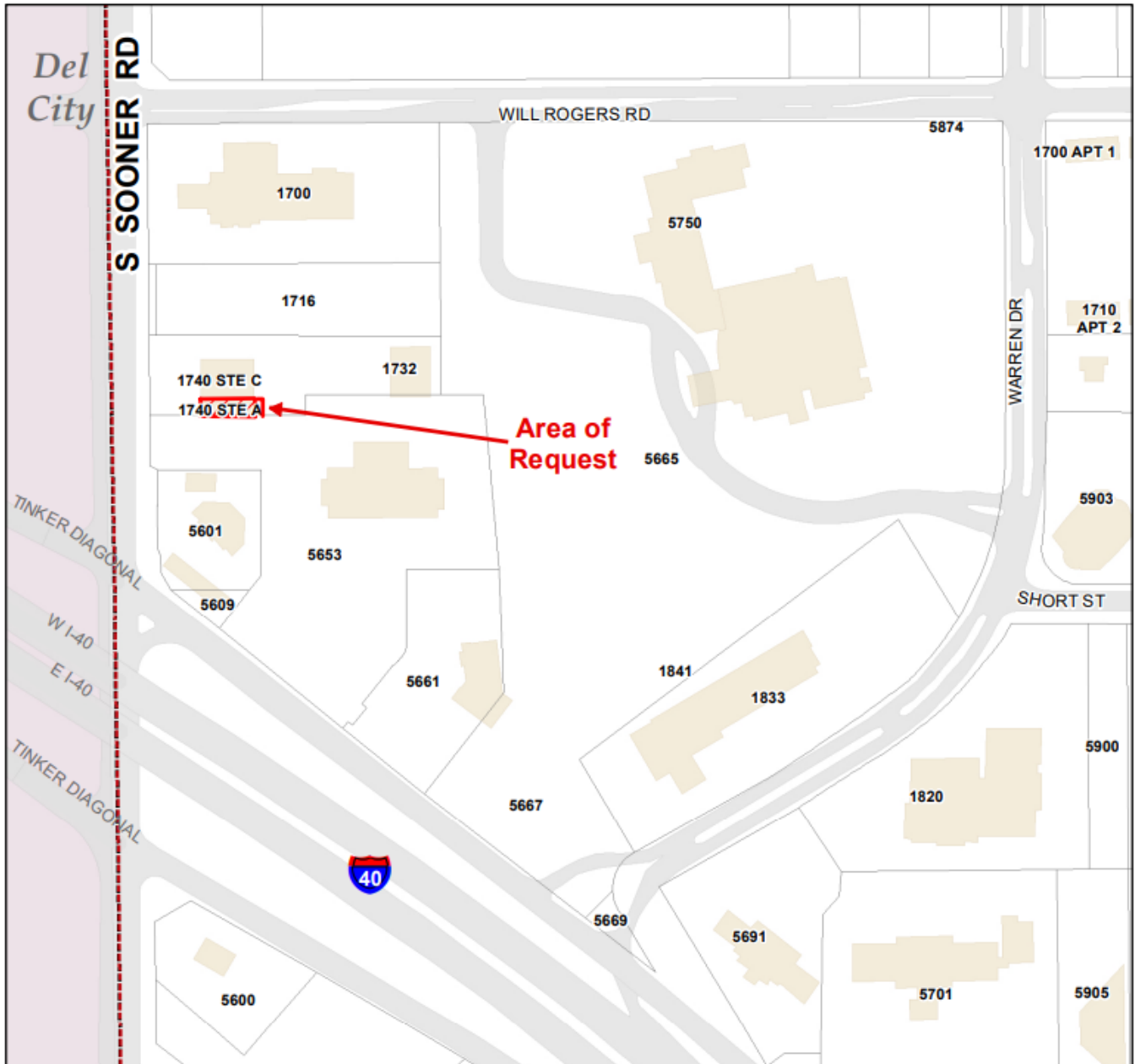
A handwritten signature in black ink, appearing to read "Matt Summers". The signature is written in a cursive, flowing style.

Matt Summers
Director of Planning & Zoning

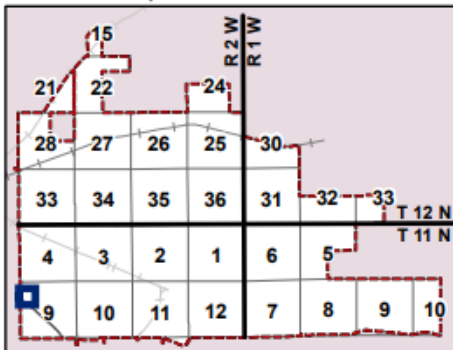
ER



GIS- Information Technology/ Planning & Zoning



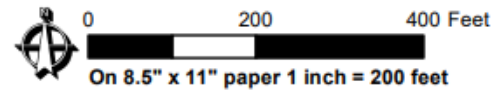
Locator Map



General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

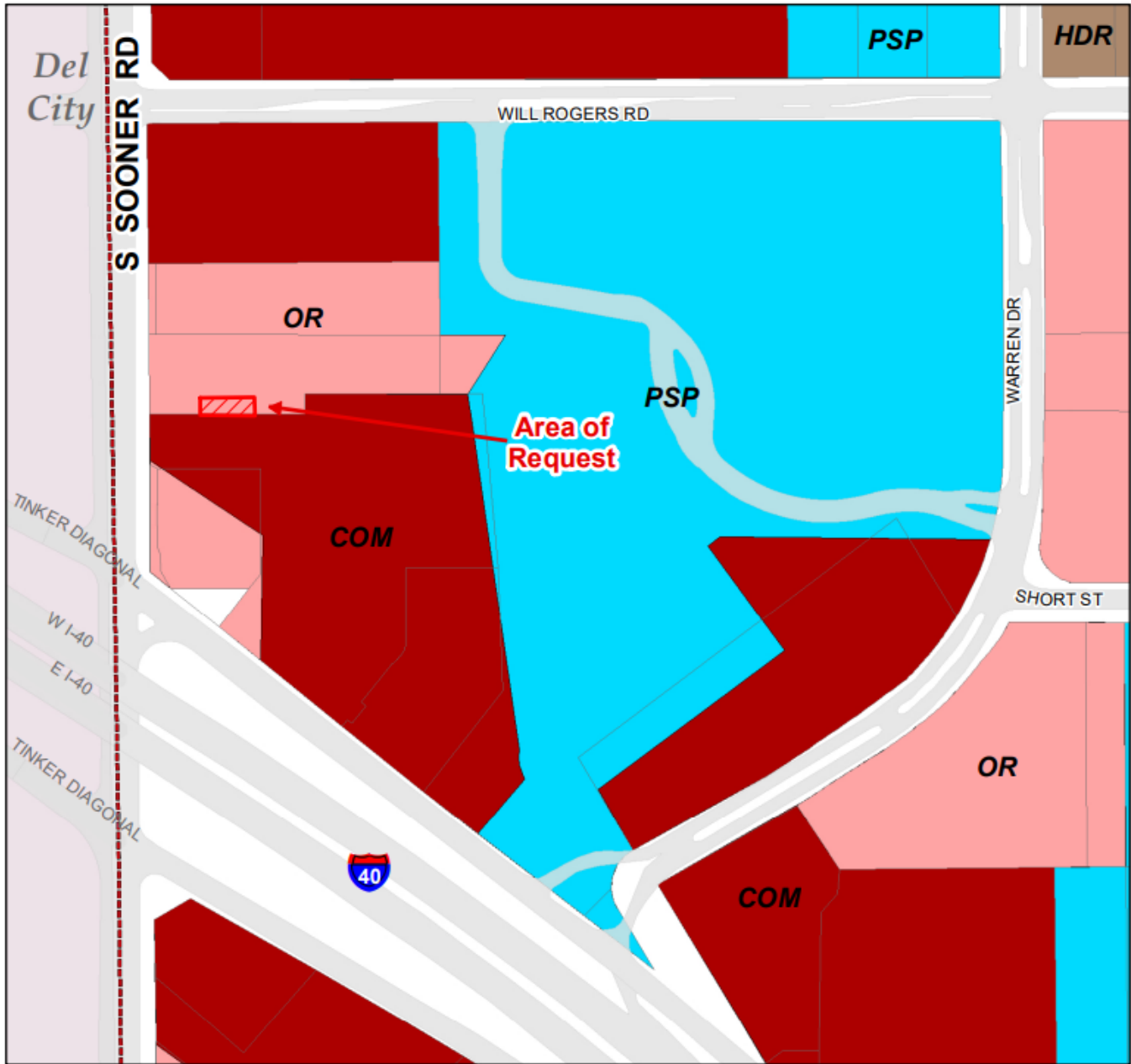
**GENERAL MAP FOR
PC-2185
(NW/4, Sec 9, T11N, R2W)**



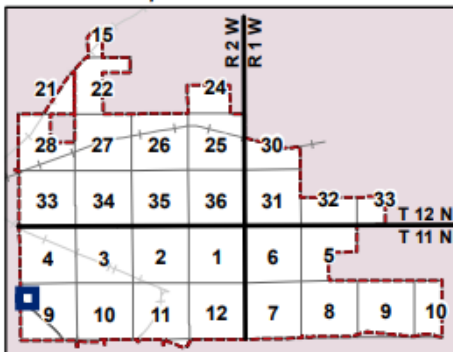
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

**FUTURE LAND USE
 MAP FOR
 PC-2185
 (NW/4, Sec 9, T11N, R2W)**

0 200 400 Feet

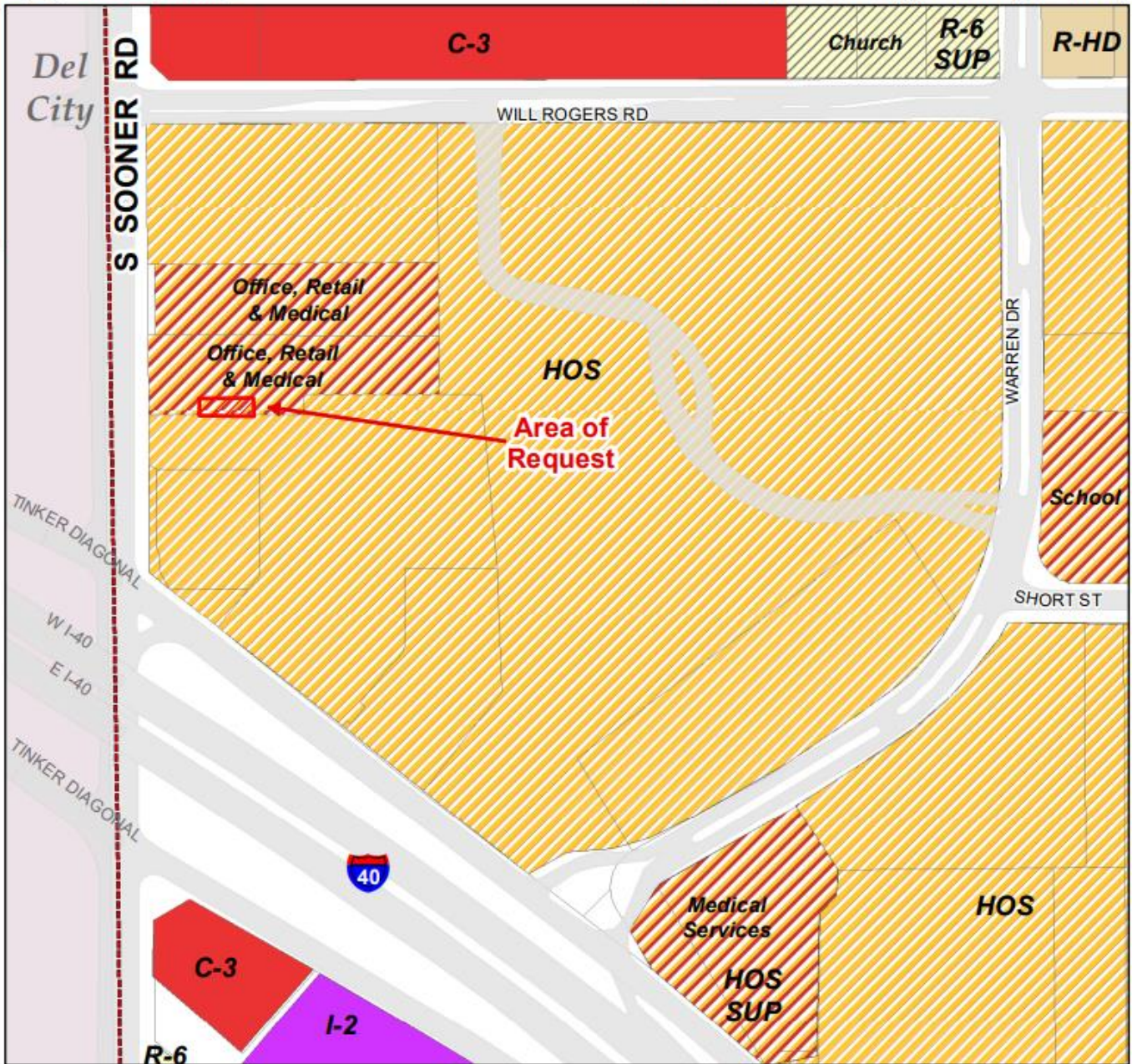


On 8.5" x 11" paper 1 inch = 200 feet

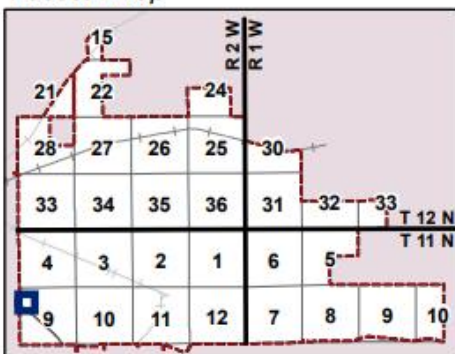
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



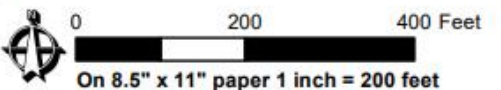
Locator Map



Current Zoning Legend

| | | |
|---------|---------|----------|
| A-1 | I-2 SUP | R-35 |
| A-1 SUP | I-3 | R-2F |
| C-1 | O-1 | R-MD |
| C-1 SUP | O-1 SUP | R-MD SUP |
| C-2 | O-2 | R-HD |
| C-3 | O-2 SUP | R-HD SUP |
| C-3 SUP | R-6 | R-MH-1 |
| C-4 | R-6 SUP | R-MH-2 |
| C-4 SUP | R-8 | PUD |
| I-1 | R-10 | SPUD |
| I-2 | R-22 | HOS |
| | | HOS SUP |

**ZONING MAP FOR
 PC-2185
 (NW/4, Sec 9, T11N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: September 24, 2024

Subject: (PC-2186) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Carters Cove for the property described as a tract of land lying in the Northeast Quarter (NE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

Executive Summary: This item is a request to approve the Preliminary Plat of Carters Cove. This plat would subdivide the parcel into eighteen (18) residential lots and one Common Area lot.

The subject property is currently undeveloped. If approved, all development standards and regulations for Single-Family Detached Residential District (“R-6”) shall be observed.

Thoroughfare screening shall be required (Sec. 38-46.- *Thoroughfare screening*) prior to approval of final plat. The developer has a landscaping easement dedicated on the plat to fulfill the requirements.

The proposed development shall observe the standards for Single-Family Driveways and Garages as outlined in Section 5.15. and the Single-Family Anti-Monotony Standards as outlined in Section 5.16.

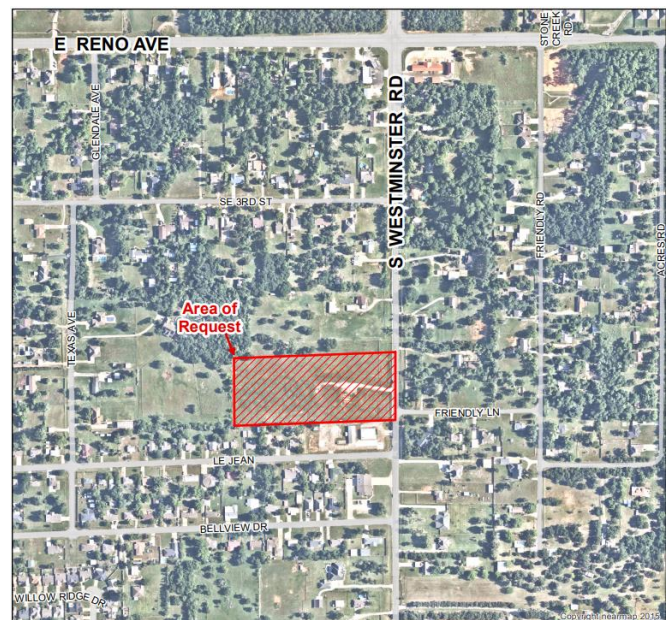
The Parkland Review Committee recommended a fee-in-lieu of instead of park land dedication for the development. The developer was agreeable to the recommendation.

Due to the dedicated Common Area, a Homeowner’s Association shall be required. The City Attorney has reviewed the submitted bylaws and some revisions are required prior to approval of the final plat.

If Council approves this preliminary plat, the Applicant can begin construction of the required public improvements for the development. The Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

Both state and local public notice requirements were met.

At the time of this writing, staff has received one phone call of opposition from a surrounding property owner regarding concerns of drainage and privacy and one call from a surrounding property owner is not opposed to the proposal, but requested there be screening required to buffer between the existing homes on Le Jean and proposed development.



A representative from the abutting church addressed the Planning Commission inquiring about draining detention requirements and existing fence maintenance.

The Applicant was present at the Planning Commission meeting and addressed the Commission.

The preliminary plat satisfies the City's Subdivision and Zoning regulations, and staff has no concerns regarding the application.

Staff recommends approval of this item.

Planning Commission recommended unanimous approval of this item (4-0).

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- September 3, 2024

City Council- September 24, 2024

Dates of Pre-Development Meeting: September 14, 2023

Parkland Review Committee Meeting: August 26, 2024

Council Ward: Ward 6, Rick Favors

Owner: Kevin Ergenbright, Ryan and Ryan Investments, LLC

Consultant: SMC Consulting Engineers, PC

Proposed Use: Residential subdivision

Size: The subject property contains an area of 5.94 acres, more or less

Development Proposed by Comprehensive Plan:

Area of Request- Single-Family Detached Residential

North- Single-Family Detached Residential

South- Single-Family Detached Residential

East- Single-Family Detached Residential

West- Single-Family Detached Residential

Zoning Districts:

Area of Request- Single-Family Detached Residential District ("R-6")

North- Single-Family Detached Residential District ("R-6")

South- Single-Family Detached Residential District ("R-6") with a Special Use Permit ("SUP") for a church

East- Single-Family Detached Residential District ("R-6")

West- Single-Family Detached Residential District ("R-6")

Land Use:

Area of Request- Vacant

North- Vacant

South- Pointon City Second Addition

East- Friendly Acres

West- Single-family residence

Municipal Code Citation:

Sec. 38-18 – Preliminary plat.

Sec. 38-18.1. Purpose

The purpose of a preliminary plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

Sec. 38-16.6. Criteria for preliminary plat approval.

The following criteria shall be used to determine whether the preliminary plat application shall be approved, approved with conditions, or denied:

(a) *Approval criteria.*

- (1) The preliminary plat is consistent with all zoning requirements for the property, including any applicable planned unit development (PUD) zoning standards;
- (2) The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and right-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the city's adopted master plans for those facilities;
- (3) The preliminary plat has been duly reviewed by applicable city staff;
- (4) The preliminary plat conforms to design requirements and construction standards as set forth in the Engineering Standards Manual and construction details;
- (5) The preliminary plat is consistent with the adopted comprehensive plan; and
- (6) The proposed development represented on the preliminary plat does not endanger public health, safety or welfare.

Sec. 38-18.7. Effect of preliminary plat approval.

- (a) *Continuation of the development process.* The approval of a preliminary plat by the city council shall allow the applicant to proceed with the development and platting process by submitting construction plans and a final plat.
- (b) *General approval of layout only.* Approval of the preliminary plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of construction plans or a final plat.

History:

1. The property is unplatted.
2. Planning Commission recommended unanimous approval of this item at the September 3, 2024 meeting.

Next Steps:

If Council approves this preliminary plat, the Applicant can begin construction of required public improvements for the development. The Applicant must pull all necessary permits through Engineering and Construction Services and any required through the State.

The final plat can be applied for after all requirements for preliminary plat have been satisfied and approved by City staff. A pre-application meeting is required before submittal.

Preliminary Plat Expiration:

Sec. 38-18.8. Preliminary plat expiration.

- (a) *Two-year validity.*
 - (1) The approval of a preliminary plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval for construction plans and a final plat for the land area shown on the preliminary plat.
 - (2) If construction plans and a final plat application have not been approved within the two-year period, the preliminary plat shall expire.
- (b) *Phased developments—Partial construction plans and final plat.* If construction plans and a final plat for only a portion of the land area shown on the preliminary plat are approved by the end of the two-year period, then the preliminary plat for the remainder of the land not included on the construction plans or final plat shall expire on such date.
- (c) *Relationship to construction plans.* A preliminary plat shall remain valid for two (2) years or the period of time in which approved construction plans are valid, whichever is greater.
- (d) *Action on final plat.* Should a final plat application be submitted within the two-year period, but not be acted upon by the city council within the two-year period, the preliminary plat shall expire unless an extension is granted as provided in section 38-18.9., Preliminary plat extension.
- (e) *Void if not extended.* If the preliminary plat is not extended as provided in section 38-18.9., Preliminary plat extension, it shall expire and shall become null and void.

**** If approved, Carters Cove Preliminary Plat expires September 24, 2026 (or from Council approval date if tabled) if the required criteria is not met or an extension has not been granted.***

Staff Comments-

Engineering Staff Code Citations and Comments:

Note: This application is for the preliminary plat of the Carters Cove Addition located at 609 South Westminster Road.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a twelve (12) inch line running along the west side of Westminster Road.

The applicant is proposing public water main extensions throughout the development serving all of the proposed lots. The proposed lines will connect to Westminster Road in the east and will extend to the west and then south extending past the property to loop to La Jean Drive. The lines will be within dedicated right of way and utility easements reflected on the final plat. The off-site line connection will be covered by an utility easement filed under separate instrument.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along the east side of Westminster Road.

The applicant is proposing a public sewer main extension through the development serving all of the proposed lots. The proposed eight (8) inch public sanitary sewer line will extend to the west crossing the parcel. The line will be within dedicated right of way reflected on the final plat.

Connection to the public sewer system for domestic service is a building permit requirement per Municipal Code 43-109 for all new buildings.

Streets and Sidewalks

Access to the parcel is from Westminster Road.

All of the lots located in the proposed development will front onto new public roads the applicant proposes to construct within the development providing access to every proposed lot. A limits of no access will deny access onto Westminster Road from the lots.

There is currently no sidewalk along Westminster Road. Sidewalk will be constructed along the existing frontage. The applicant is also proposing sidewalk throughout the development along all of the proposed frontages.

Improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

The parcel currently generally sheet flows from the west part of the area of request to the east part draining into the bar ditch along Westminster Road.

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The applicant has proposed to construct a common detention pond to collect most of the onsite runoff. The proposed roadways and storm inlets will collect the surface runoff and carry it to the detention facility. The detention pond outlet will discharge runoff into the Westminster Road bar ditch that will eventually convey the water to the Choctaw Creek watershed. The proposed detention pond will create a net decrease in the flow rate of the water flowing to the City's existing bar ditches and infrastructure.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control." Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

Engineering Photos



North along Westminster Road.



South along Westminster Road.



Southeast along the property.



Northeast along the property.



Northwest along the property.



Southwest along the property.

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

The plat consists of 18 single family dwelling lots on 5.94 acres giving a density of 3.03 lots per acre. The subdivision will be served by public water and sewer lines.

Fire hydrants shall be located and so spaced that no hose lay from a fire apparatus exceeds five hundred (500) feet within areas containing one- and two-family detached dwellings. Such dwellings located in areas not served by city water may qualify for the following exceptions:

- (1) Those having installed an approved residential sprinkler system per NFPA 13D;
- (2) Those having installed an approved fire detection and alarm system per NFPA 72 that is continuously monitored by a central station.

Access and operational standards for controlled access gates and gated subdivisions shall meet the requirements set forth in Midwest City Ordinance Sec. 15-26

All new commercial construction and gated communities and business in the city shall provide an approved emergency rapid access device or key box.

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4. Fire apparatus access roads shall not exceed 10 percent in grade

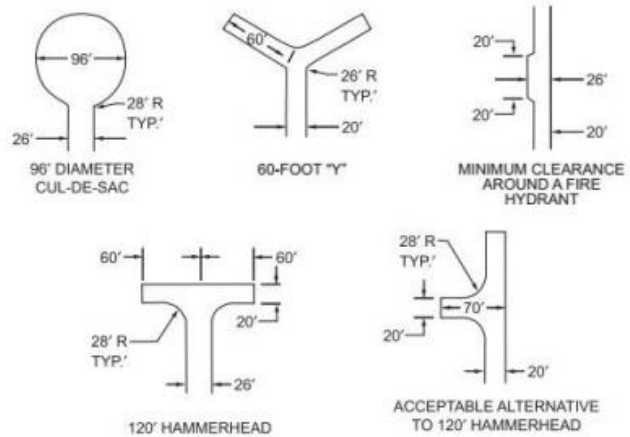


Table D103.4 Requirements for Dead-End Fire Apparatus Roads

| LENGTH (feet) | WIDTH (feet) | TURNAROUNDS REQUIRED |
|------------------|---------------------------|--|
| 0-150 | 20 | None required |
| 151-500 | 20 | 120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1 |
| 501-750 | 26 | 120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1 |
| Over 750 | Special approval required | |

This code analysis has been provided with the current information provided from the applicant. This list is not an all-inclusive list of compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record.

Public Works' Comments:

Line Maintenance

Water

- Any required water main extension shall be a designed looped system to eliminate dead ends.
- Fire hydrant locations shall be installed per Midwest City Municipal Code Section 15-22. Clearance around fire hydrants shall be installed per Midwest City Municipal Code Sections 15-20 and 43-54 (b).
- Water main extension plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).
- Water meter(s) shall be installed in "green belt" per Midwest City Municipal Code Section 43-54.

Sanitary Sewer

- Sewer main extension/relocation plans shall be approved by Oklahoma Department of Environmental Quality and the City of Midwest City prior to Line Maintenance approval of building permit(s).

Landscaping

Protection of Utilities.

- No street tree, other than those species listed as small trees in section 42-5 of Midwest City Municipal Code, may be planted near or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) lateral feet of any underground waterline, sewer line, transmission line or other utility.

Distance from fireplugs.

- No street trees shall be planted closer than ten (10) feet from any fireplug per Section 42-9 of Midwest City Municipal Code.

**Please note, these requirements do not supersede landscape requirements per Zoning Regulations. If landscaping is to be removed due to encroachment of required utilities protection buffer and/or fireplug distance requirements, new landscaping plan shall be submitted to Planning & Zoning for approval.*

Stormwater

- Will need to apply for a Construction Stormwater Discharge and Land Disturbing Permit and obtain coverage under the OKR10 General Permit from ODEQ before grading begins.

Planning Division:

Staff met with the Applicant several times in 2023 regarding the property. The Applicant submitted the preliminary plat application after the Eastside Sewer Moratorium was lifted.

If approved, all development standards and regulations for Single-Family Detached Residential District ("R-6") shall be observed. Thoroughfare screening, single-family driveways and garages, and the single-family anti-monotony standards shall all be observed.

The Parkland Review Committee recommended a fee-in-lieu of instead of park land dedication for the development. The developer was agreeable to the recommendation and the fee will be paid at time of final plat.

The preliminary plat satisfies the City's Subdivision and Zoning regulations, and staff has no concerns regarding the submittal.

Staff recommends approval of this item due to the above analysis from Planning & Zoning, Engineering & Construction Services, Fire Marshal's Office, and Public Works.

Action is at the discretion of the Council.

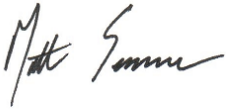
Action Required:

Approve or reject the Preliminary Plat of Carters Cove subject to the staff comments as found in the September 24, 2024 Council agenda packet and made a part of the PC-2186 file.

Suggested Motion:

"To approve the Preliminary Plat for Carters Cove for the property noted herein, subject to Staff Comments found in the September 24, 2024 Council agenda packet and made a part of the PC-2186 file."

Please feel free to contact the Planning Manager's office at (405) 739-1223 with any questions.



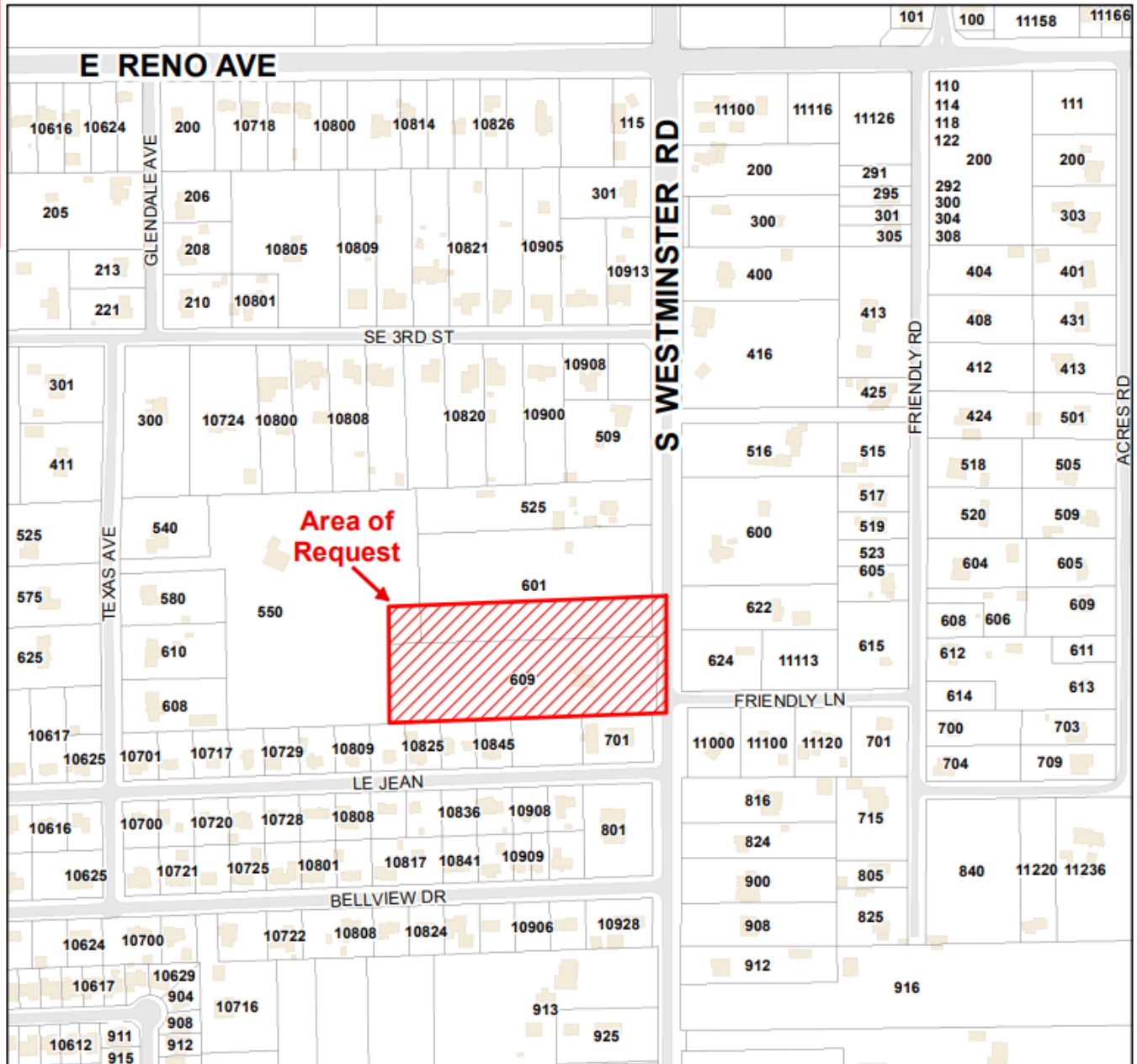
Matt Summers

Director of Planning & Zoning

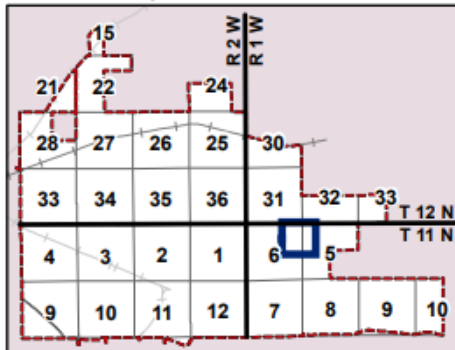
ER



GIS- Information Technology/ Planning & Zoning



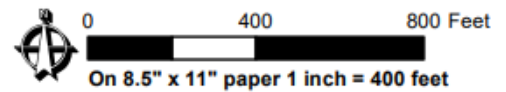
Locator Map



General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

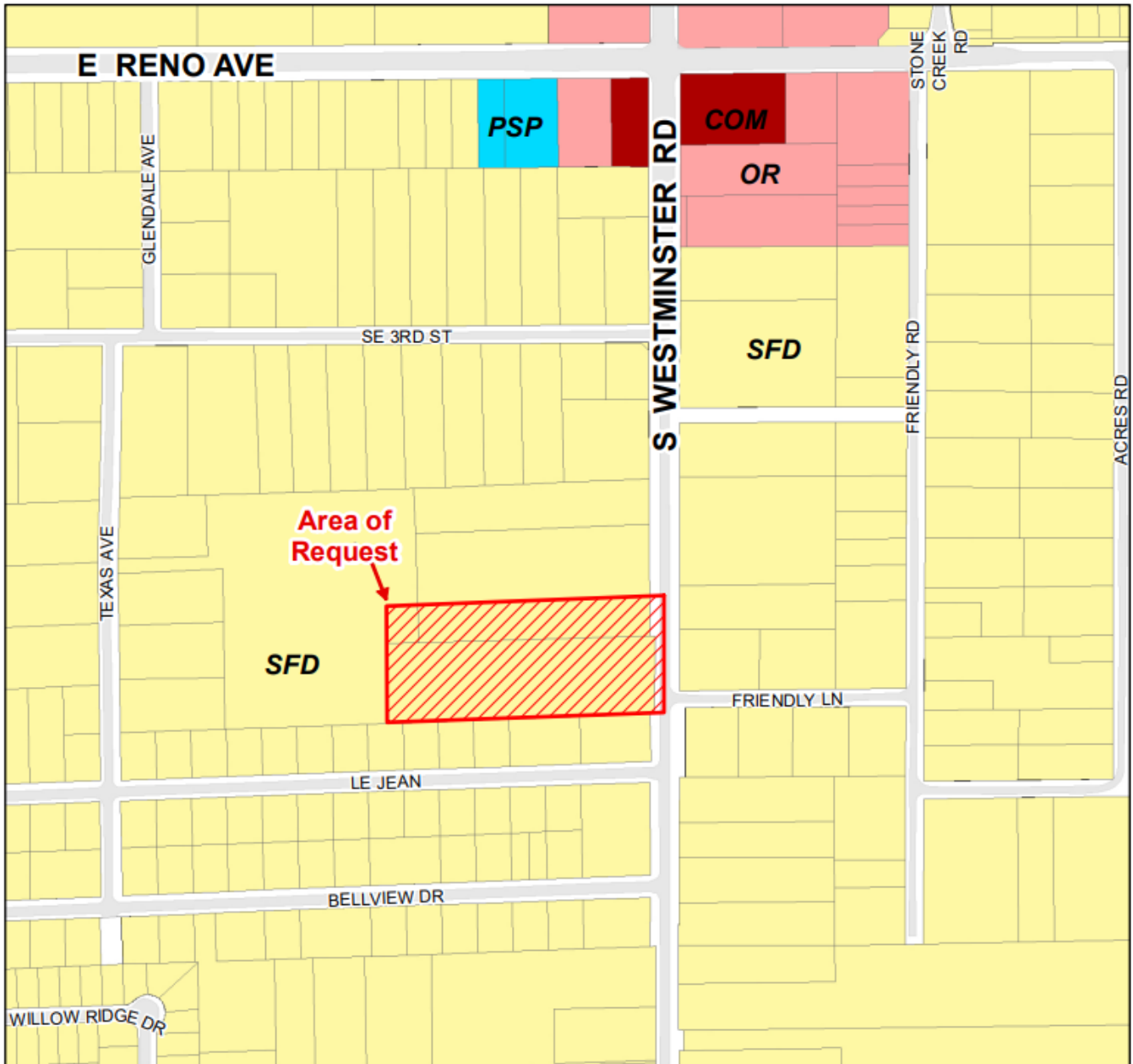
**GENERAL MAP FOR
PC-2186
(NE/4, Sec 6, T11N, R1W)**



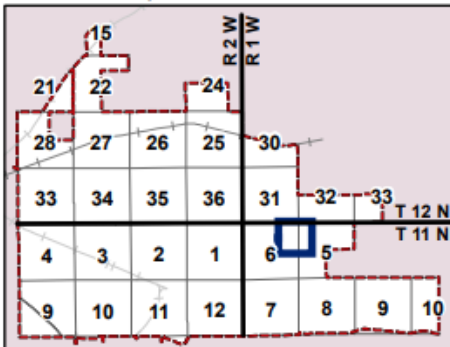
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



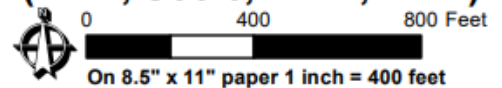
Locator Map



Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

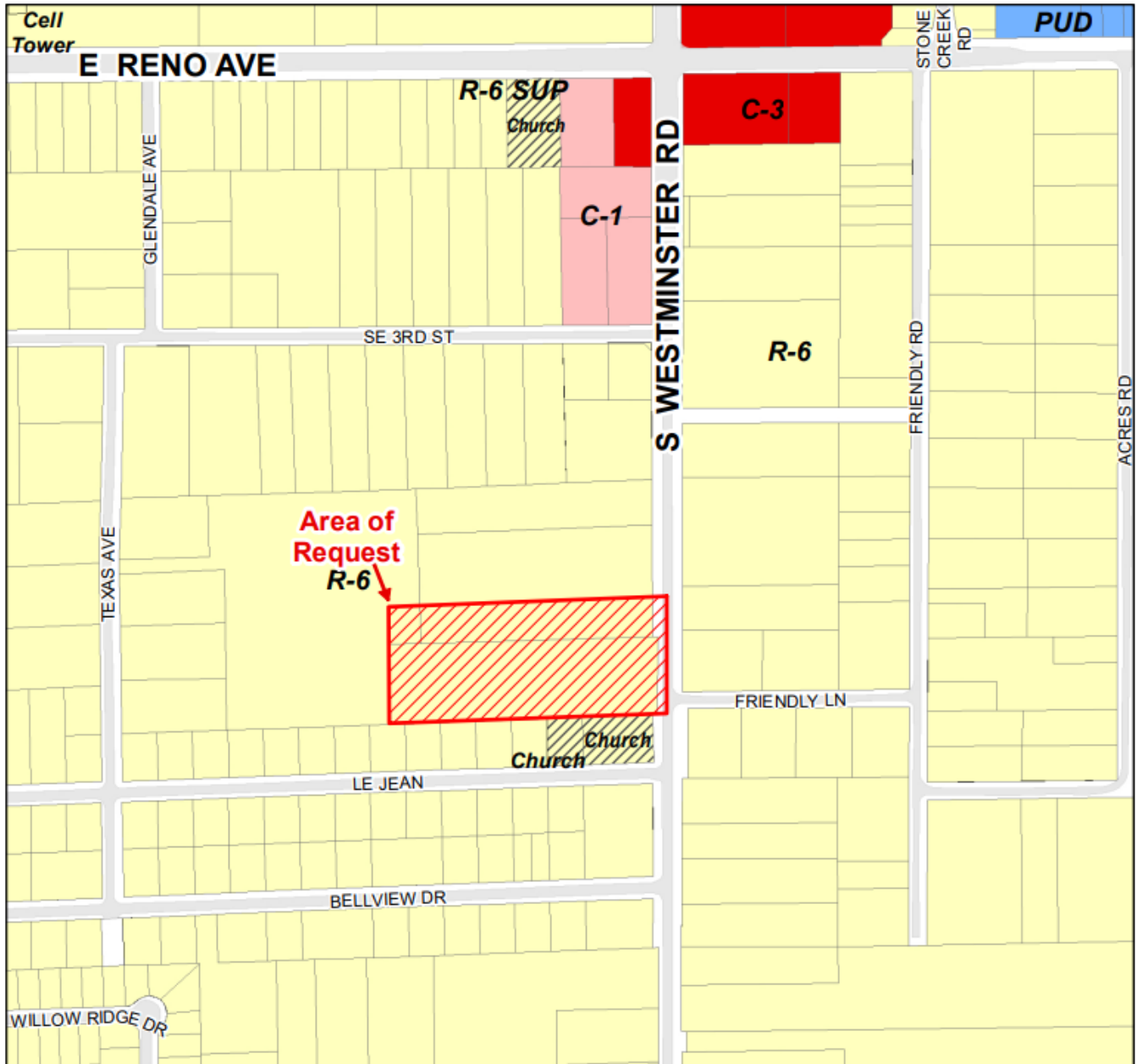
FUTURE LAND USE MAP FOR PC-2186 (NE/4, Sec 6, T11N, R1W)



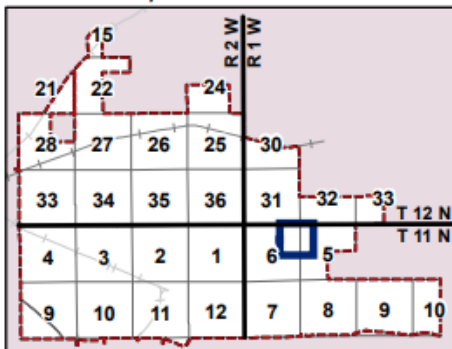
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



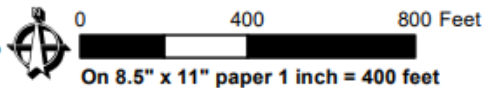
Locator Map



Current Zoning Legend

| | | |
|---------|---------|----------|
| A-1 | I-2 SUP | R-35 |
| A-1 SUP | I-3 | R-2F |
| C-1 | O-1 | R-MD |
| C-1 SUP | O-1 SUP | R-MD SUP |
| C-2 | O-2 | R-HD |
| C-3 | O-2 SUP | R-HD SUP |
| C-3 SUP | R-6 | R-MH-1 |
| C-4 | R-6 SUP | R-MH-2 |
| C-4 SUP | R-8 | PUD |
| I-1 | R-10 | SPUD |
| I-2 | R-22 | HOS |
| | | HOS SUP |

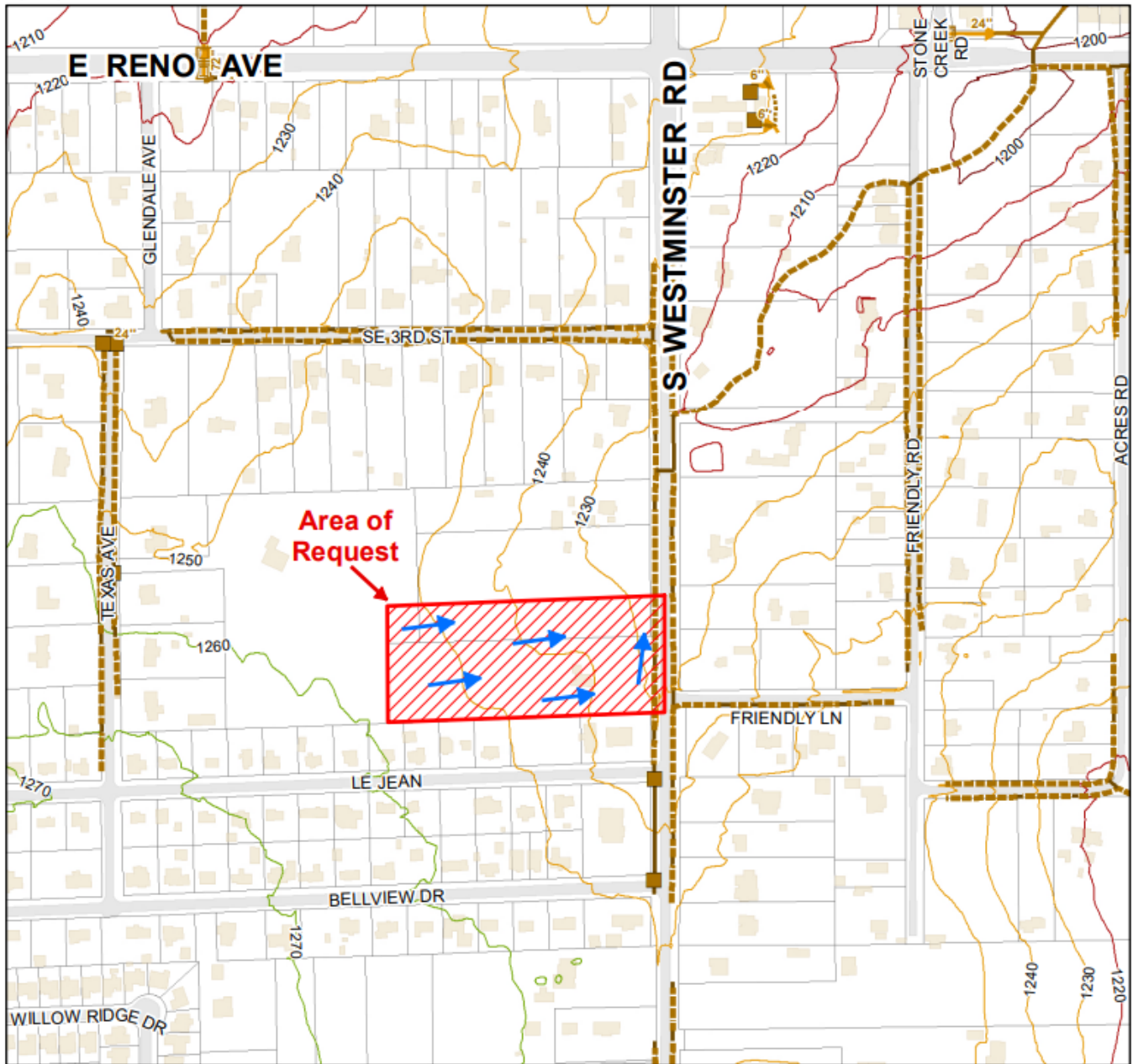
ZONING MAP FOR PC-2186 (NE/4, Sec 6, T11N, R1W)



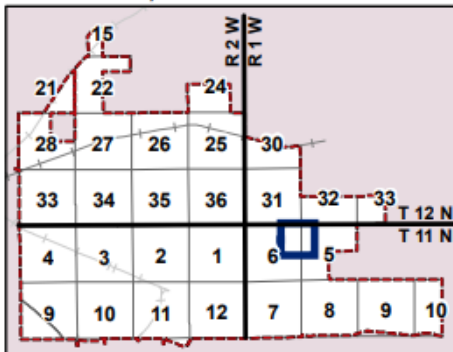
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



Locator Map



- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

DRAINAGE LOCATION MAP FOR PC-2186 (NE/4, Sec 6, T11N, R1W)



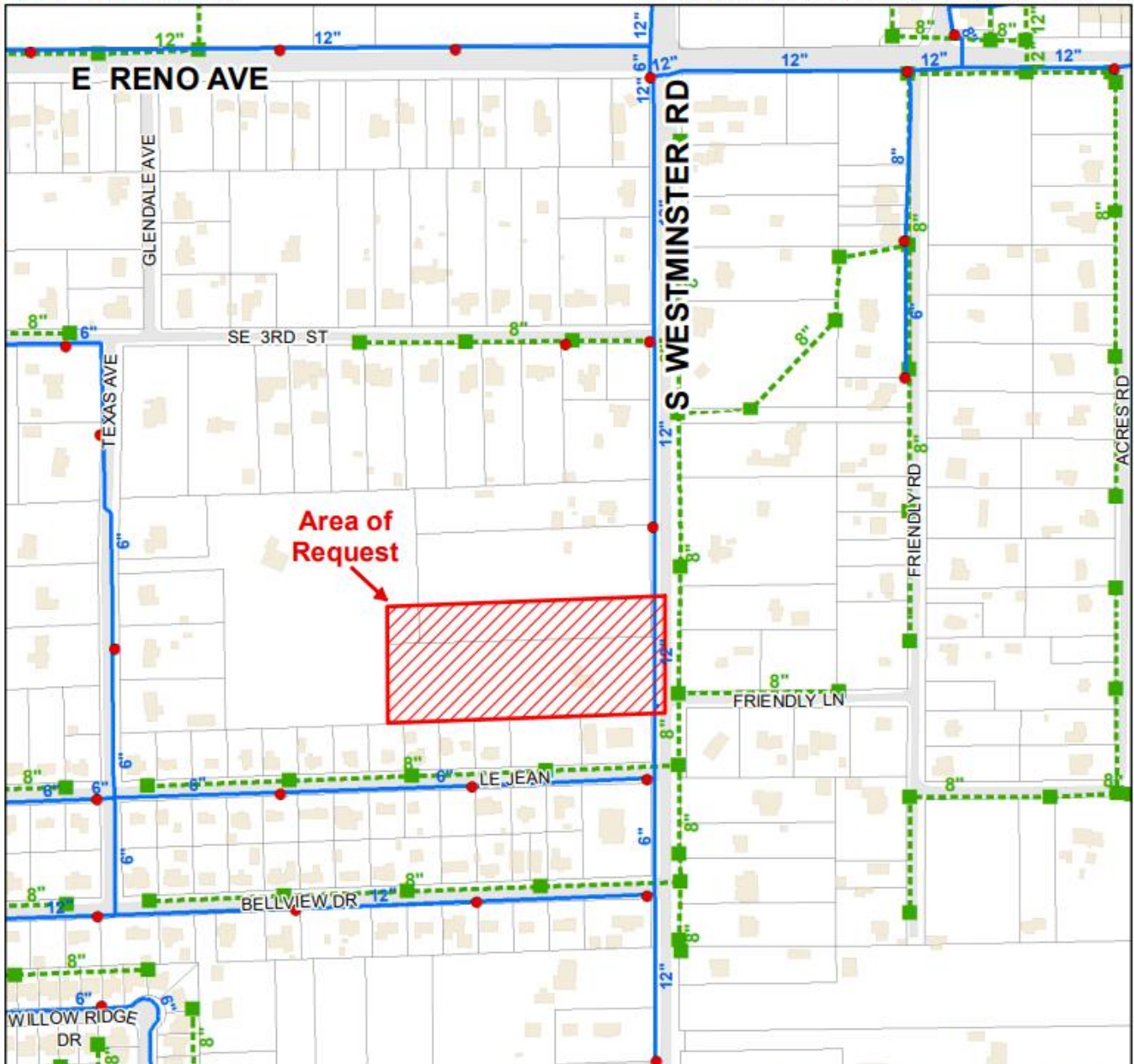
0 400 800 Feet

On 8.5" x 11" paper 1 inch = 400 feet

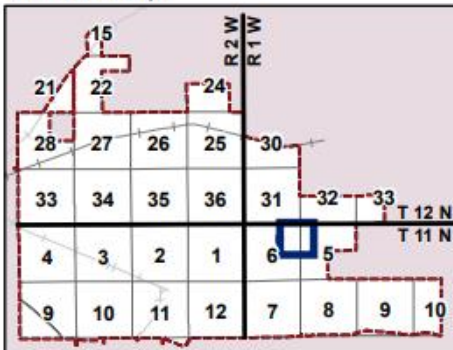
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2186**

(NE/4, Sec 6, T11N, R1W)



0 400 800 Feet

On 8.5" x 11" paper 1 inch = 400 feet

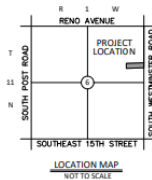
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

PRELIMINARY PLAT

PRELIMINARY PLAT CARTERS COVE

A PART OF THE N.E. 1/4, SECTION 6, T11N, R1W, 1M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

- NOTES:**
1. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF MIDWEST CITY CONSERVED AND SPECIFICATIONS.
 2. ALL SEWERLINES SHALL BE CONSTRUCTED ON EACH LOT WHERE IF AVOID A LOCAL AND/OR A COLLECTOR STREET. THE SCHEDULE IS REQUIRED AT THE BUILDING PERMIT STAGE AND MUST BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FROM THE CITY OF MIDWEST CITY.
 3. ALL PROPOSED SIDEWALKS ARE 6-INCH EXCEPT AS NOTED.
 4. ALL PROPOSED INTERSECTIONS ARE 6-INCH EXCEPT AS NOTED.
 5. EXISTING ZONING IS SINGLE FAMILY.
 6. COMMON AREA SHALL BE OWNED AND MAINTAINED BY HOA/PROPERTY OWNERS ASSOCIATION.



SINGLE FAMILY LOTS
BLOCK 1 - 18 LOTS
TOTAL LOT COUNT = 18 LOTS
TOTAL ACRES = 5.94 ac ±
LOTS PER ACRE = 3.03 ac ±
COMMON AREA "X" & 5/8"



LEGAL DESCRIPTION

A part of lot 1 in the Northeast Quarter (NE 1/4) of Section 6 (S6), Township 11N, Range 1W (T11N, R1W) of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCEMENT at the Northeast corner of said NE 1/4, THENCE South 89°01'13" East along the East line of said NE 1/4 a distance of 1517.04 feet to the POINT OF BEGINNING;

THENCE South 89°01'13" East a distance of 333.33 feet;

THENCE South 87°02'17" West a distance of 333.33 feet;

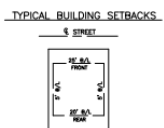
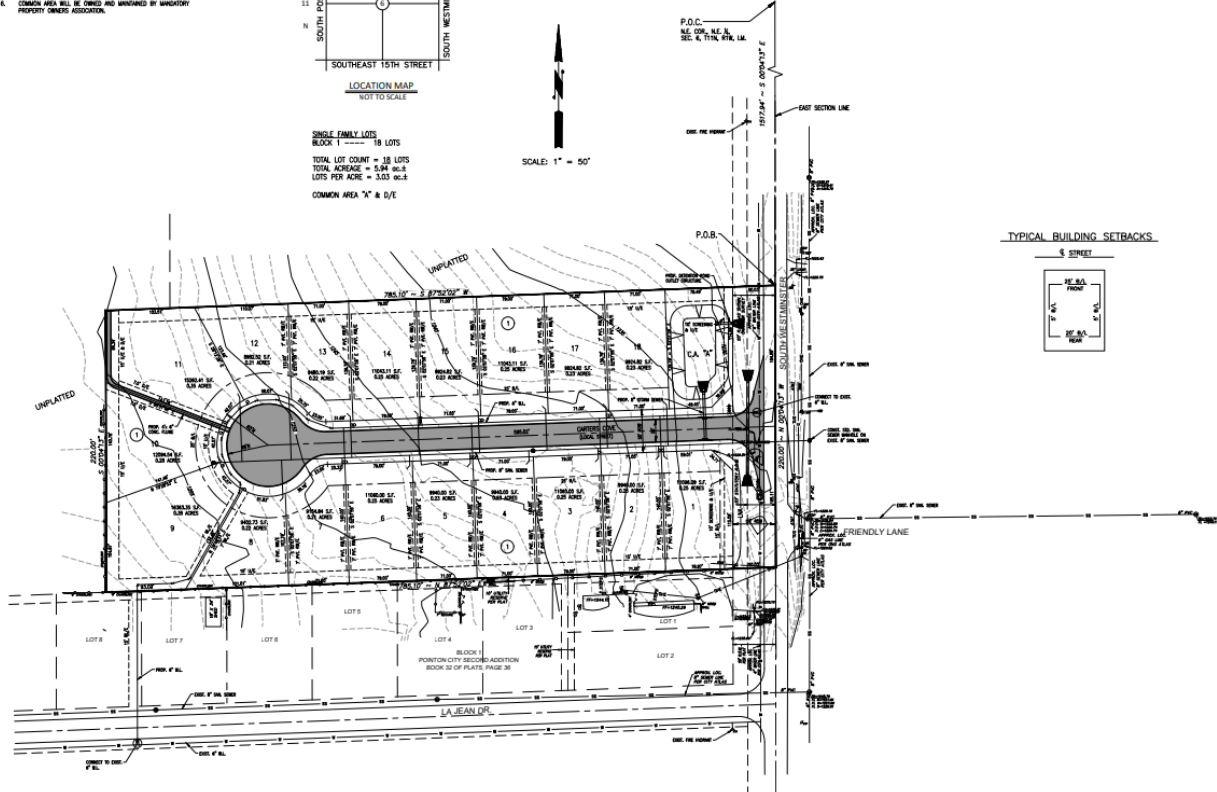
THENCE South 87°02'17" West a distance of 333.33 feet;

THENCE North 87°02'17" East a distance of 761.18 feet to the POINT OF BEGINNING.

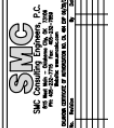
Said tract contains 5.94 acres, more or less.

OWNER / DEVELOPER
Sue & Tom Swartzendruber, LLC
11524 E. Survey Lane
Midwest City, Oklahoma 73130

ENGINEER
SMC Consulting Engineers, P.C.
811 N. Main Street
Oklahoma City, Oklahoma 73108
Ph: (405) 331-7755

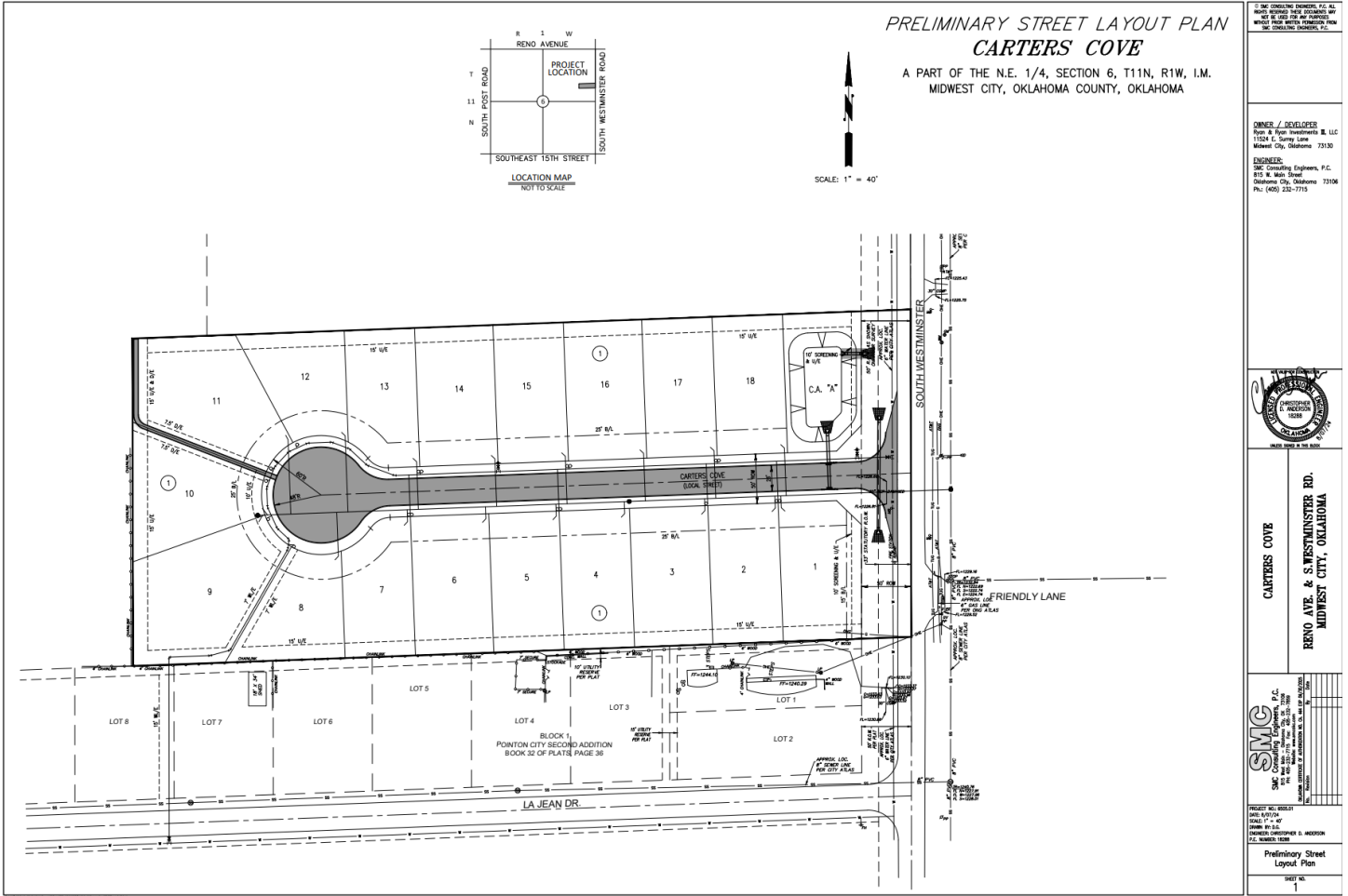


CARTERS COVE
RENO AVE. & S. WESTMINSTER RD.
MIDWEST CITY, OKLAHOMA

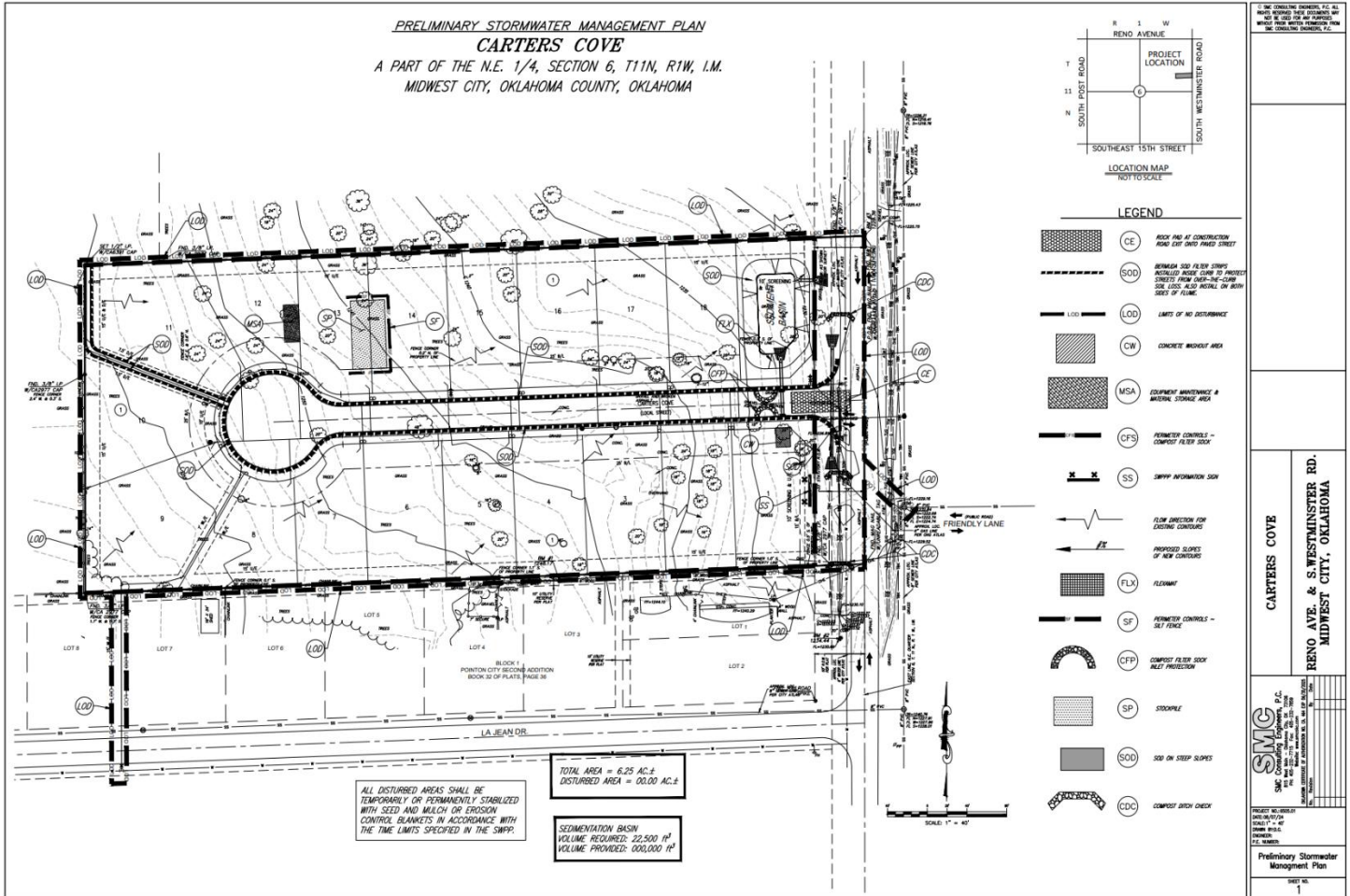


Preliminary Plat
SHEET NO. 1

PRELIMINARY STREET LAYOUT PLAN



PRELIMINARY STORMWATER MANAGEMENT PLAN



TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : September 24, 2024

SUBJECT : Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating City Manager ability to approve each task order up to the amount of \$100,000.

This type of agreement is new to Midwest City but is regularly used in other cities across the metro. It will allow for City staff to quickly engage this consultant with a work-order type arrangement on projects that either have a tight timeline or are small in nature. The City Manager will have the ability to sign all task orders under \$100,000 and any task orders higher than that amount will come back to City Council.

Previously, the City would do selections for each individual project; a sometimes consuming process. The agreement will be for a term of 1 year with ability to renew for additional years.

City staff published a Request for Qualification (RFQ) in August of this year for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 4 Engineering firms, 1 Survey, and 1 Architecture to pursue engineering agreements.

The agreement itself does not obligate any funding but each task order will be encumbered with the appropriate project number. This action will be replicated before the following authorities to allow for flexibility in funding of the individual task orders:

- Midwest City Memorial Hospital Authority
- Midwest City Municipal Authority
- Midwest City Economic Development Authority

For selection, staff present determined which firms have done successful projects with the City and who we felt was most prepared and reliable for future work. There was also consideration for what is already contracted. Staff wanted to spread the work around and diversify where possible so as not to overload any one firm. We also agreed to structure the selected civil consultants into the following sub categories which follows what we feel comfortable as their principal specialty:

Roadway: SRB

Utility: LMRK and Plummer

Drainage: Meshek

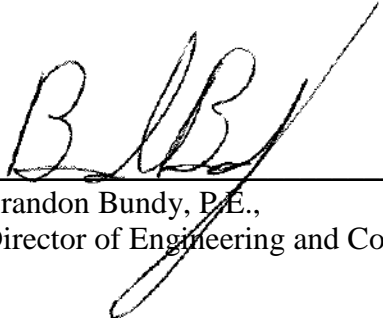
For Utility projects, we plan to rotate task orders between LMRK and Plummer. For those projects that don't fit neatly into one of the sub-categories; staff will need to make the determination based on the majority of the work.

There are a number of small projects in this year's budget which will be tasked to these awarded firms. As an example:

- Sooner Road RR Crossing Repair
- Resurface Shared CL Roads
- Drainage Infrastructure Repairs
- Reno Water Line Air Depot to Midwest Blvd
- Midwest Blvd Water Line RR NE 16th to NE 23rd
- Handicapped BR Remodel

The intent of the function of these agreements are as follows:

- A project which needs professional consultations is identified.
- The appropriate staff contacts the necessary on-call professional already under contract with an identified scope of work.
- The on-call professional then prepares a task order which will detail the number of hours to complete the task. The billable hours will be set by this agreement.
- The task order is negotiated between the appropriate staff and the on-call professional. Once mutual agreement on the task order; it will be taken to City Manager for execution and then subsequent encumbrance.
- After encumbrance; the on-call professional will receive the executed task order and work will begin.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC

And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Johnson and Associates, LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Survey; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC

And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by **Service Provider**’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this **Agreement** together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s Team**”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment "C"**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tyler Muzny
Johnson and Associates, LLC
1 E. Sheridan Ave, Suite 200
Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: Johnson and Associates, LLC

By:

Name:

Title:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____
day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____
day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

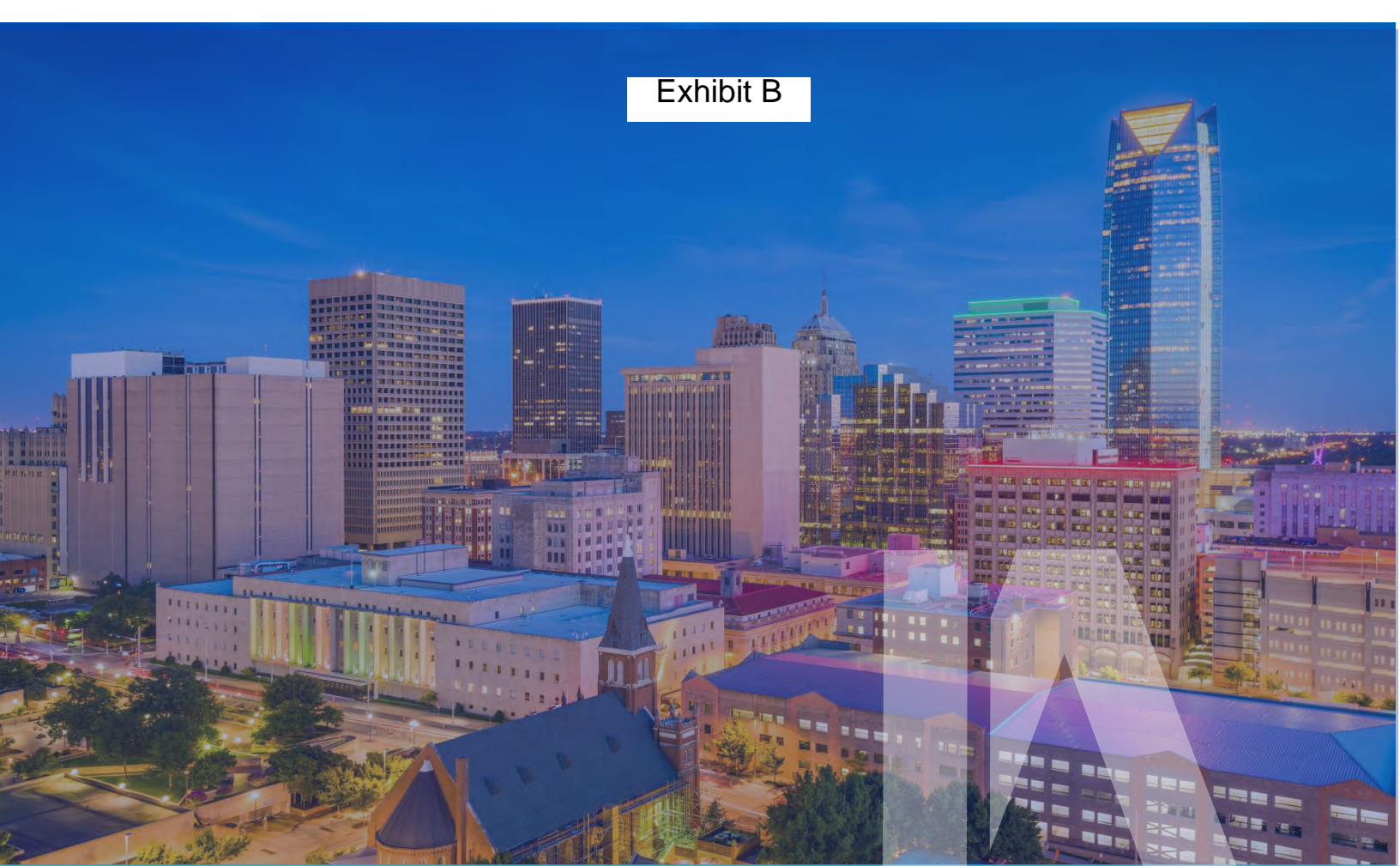
Exhibit A



Johnson & Associates, LLC
Billing Rate(s)
Effective January 2, 2024

| | |
|--------------------------------------|----------|
| <i>Principal Engineer</i> | \$240.00 |
| <i>Director of Engineering</i> | \$210.00 |
| <i>Hydraulic Engineer</i> | \$210.00 |
| <i>Professional Engineer</i> | \$195.00 |
| <i>Staff Engineer</i> | \$150.00 |
| <i>CAD Operator</i> | \$110.00 |
| <i>Engineering Intern/Technician</i> | \$95.00 |
| <i>Registered Inspector</i> | \$120.00 |
| <i>Inspector</i> | \$95.00 |
| <i>Principal Surveyor</i> | \$200.00 |
| <i>Professional Land Surveyor</i> | \$165.00 |
| <i>Survey Coordinator</i> | \$145.00 |
| <i>Survey Technician</i> | \$120.00 |
| <i>Survey Crew</i> | \$185.00 |
| <i>Principal Planner</i> | \$180.00 |
| <i>Senior Planner</i> | \$160.00 |
| <i>Project Planner</i> | \$130.00 |
| <i>Planning Intern/Technician</i> | \$95.00 |
| <i>Administration</i> | \$80.00 |

Exhibit B



CIVIL ENGINEERING URBAN PLANNING SURVEY SERVICES

JA
JOHNSON & ASSOCIATES

1 E. SHERIDAN • SUITE 200
OKLAHOMA CITY, OK 73104

FIRM BACKGROUND & EXPERIENCES

Johnson & Associates L.L.C. (J&A) began in 1988 with just a few passionate people committed to providing a higher level of engineering and surveying services. To us, that meant providing smart, innovative solutions to clients' needs with the promise that we don't just close the job when the work is done. We're often on the phone and in the field long after the project is finished.

Today, we are a full-service engineering, planning and surveying company with expertise in land development, transportation, utilities, hydraulics and hydrology, planning, technical assistance, construction inspection and administration, and land, title and construction surveying throughout the Midwest and across the nation. With more than 78 people on staff, our team is diverse and responsive – establishing Johnson & Associates as a trusted partner who can deliver quality solutions with greater attention to detail and much quicker turnaround times.



ENGINEERING

- CIVIL DESIGN
- SITE DEVELOPMENT
- WATER DISTRIBUTION SYSTEMS

SURVEYING

- LAND DEVELOPMENT SERVICES
- TOPOGRAPHIC SERVICES
- AERIAL IMAGING

URBAN PLANNING

- LAND USE / ZONING & PERMITTING
- SITE MASTER PLANNING
- MUNICIPAL CONSULTING
- URBAN DESIGN
- COMPREHENSIVE PLANNING
- PUBLIC ENGAGEMENT

TRAFFIC ENGINEERING & PLANNING

- TRAFFIC COUNTING & PROCESSING
- TRAFFIC IMPACT STUDIES
- SIGNAL WARRANT ANALYSIS
- TRAFFIC SIGNAL, INTERSECTION DESIGN
- TRAFFIC CONTROL PLAN GENERATION

UTILITY EXPLORATION

- PRIVATE UTILITY LOCATES
- UTILITY MAPPING
- HYDRIC EXCAVATION

STORMWATER ANALYSIS & DESIGN

- HYDRAULIC & HYDROLOGY ANALYSIS
- FLOOD STUDIES
- DRAINAGE DESIGN
- PERMITTING

CONSTRUCTION SUPERVISION

- SITE REPRESENTATION
- CONTRACT / CONSTRUCTION ADMINISTRATION
- CONSTRUCTION INSPECTION
- PROJECT DOCUMENTATION



PROJECT HIGHLIGHTS

Chesapeake Energy Main Campus *Engineering & master planning of the Chesapeake Energy main campus*

Bricktown Entertainment District/Canal Waterways, *bridges, landscaping, fountain plaza, paths, & more*

Rivendell Subdivision *All aspects of civil engineering for this upper end residential project*

YEARS OF EXPERIENCE 46 Years in the civil engineering field

EDUCATION BS in Civil Engineering, California State Polytechnic University, 1976

REGISTRATION Professional Engineer: OK, AR, AZ, CO, KS, MD, MI, MO, NM, OH, TN, TX, VA

PROFESSIONAL ORGANIZATIONS

Downtown OKC BID Advisory Board
 Urban Land Institute (ULI) Advisory Board
 OMCA Board of Directors
 Advisory Committee to the City of OKC Planning Commission
 Advisory Committee to the City of OKC Public Works Department Specification Review / Update
 Building Code Review Committee

WORK EXPERIENCE

JOHNSON & ASSOCIATES

President / Principal

March 1988 – Present

Mr. Johnson manages all aspects of Johnson & Associates, a civil engineering, surveying, and planning firm located in Oklahoma City. Johnson & Associates works in all aspects of civil engineering, and specializes in hydraulics & hydrologic studies, master planning, large various planning functions nationwide.

LHE, PA.

President / Owner

June 1986 – March 2009

Mr. Johnson owned and managed LHE, PA., a civil engineering and surveying company in Overland Park, Kansas. LHE, PA. served the Kansas City Metropolitan Area, along with projects throughout Kansas, Missouri, and Arkansas. LHE, PA. performed all types of civil engineering, including design, inspection, planning, and surveying.

SMITH-ROBERTS-JOHNSON & ASSOCIATES

Vice President / Co-Owner

July 1981 – March 1988

Mr. Johnson acted as the principal-in-charge of all production work for this Oklahoma City civil engineering firm. Timothy worked primarily with the private sector, various municipalities, and the State of Oklahoma. Smith-Roberts-Johnson & Associates performed all types of civil engineering design.

THE CITY OF OKLAHOMA CITY

Senior Civil Engineer

July 1976 – July 1981

Mr. Johnson was responsible for the water utility design for the Community Development Department, Engineering Division of the City of Oklahoma City. During Timothy's tenure, the 1981 Pitometer Study was being updated, and all water coordination was done through Mr. Johnson's office.





PROJECT HIGHLIGHTS

First National Center *Five-page multi-layer survey*

Producer's Coop *Seven-page ALTA survey produced in under 30 days*

Atoka Water Line *50-mile topographic & section boundary survey*

EDUCATION

AAS in Civil/Surveying Technology, Oklahoma State University–OKC, 2008-2009

AS in Pre-Engineering, Oklahoma City Community College, 2006-2008

REGISTRATION Licensed Professional Land Surveyor – 2012

PROFESSIONAL ORGANIZATIONS Oklahoma Society of Land Surveyors

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Principal Licensed Professional Land Surveyor

January 2018 – Present

As a Principal at Johnson & Associates, Mr. Johnson aids in business management, as well as manages the survey department office personnel and field crews. His duties include utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits. Additionally, Mr. Johnson reviews title commitments and performs research in various counties across Oklahoma. Matthew regularly communicates with clients, title companies, and attorneys to ensure that the surveys and information produced were accurate and met all requirements.

Licensed Professional Land Surveyor

January 2013 – December 2017

In this role, Mr. Johnson performed all the duties of his current position, with the exception of his current business management duties. During this time, Matthew was instrumental in the development of using aerial unmanned aircraft to produce and analyze survey data from the air.

Land Survey Technician

June 2008 – December 2012

Working from J&A Headquarters under the direct supervision of a professional land surveyor, Mr. Johnson was responsible for operating CAD and other surveying software. His duties included analyzing field data, aiding in creating and resolving property boundaries, writing legal descriptions, reviewing title commitments, and creating ALTA/ACSM land title, boundary, elevation, and topographic surveys, as well as various types of exhibits. Additionally, Mr. Johnson's duties included researching jobs in various counties across Oklahoma.

Land Survey Crew Member

June 2005 – May 2008

Mr. Johnson was part of a field crew responsible for operating various types of land surveying equipment. Matthew's duties included recording notes and data utilized to create ALTA/ACSM land title, boundary, and topographic surveys.

**PROJECT HIGHLIGHTS****FIRST NATIONAL CENTER****MAPS 3 OKC STREETCAR****CHESAPEAKE CAMPUS****WORK EXPERIENCE****JOHNSON & ASSOCIATES****Survey Coordinator**

2011 – Present

As survey coordinator, James is responsible for scheduling all field crews, reviewing architectural, civil and structural plans by internal projects as well as those submitted by outside contractors, and prepare plans for field crews.

Survey Tech

2008 – 2011

James was responsible for supporting land surveyors through Auto CAD; assisting on land survey exhibits, legal descriptions, topographic surveys, and ALTA surveys. He also assisted with civil plan reviews and construction calculations, property research, and prepped field work for survey crews.

Instrument Man

2007 – 2008

James began his role at the company preparing field equipment for field survey-related tasks. His skills and abilities and dedication to the job quickly earned him recognition and promotion within the team.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION BS in Geomatics Engineering, California State University Fresno

REGISTRATION Licensed Professional Land Surveyor – California

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Professional Land Surveyor

December 2023 – Present

Mr. Patten has several duties at a PLS including utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits.

REGGERI-JENSEN-AZAR

Associate Surveyor

July 2020 – November 2023

Mr. Patten oversees one office survey technician and supervise five field survey personal. His main role is office surveying for a broad range of surveys.

Creation of new photogrammetric drone program for survey department.

Creation of mapping for land subdivisions, including parcel maps, final maps and plat and legal descriptions.

CALIBRE CONSULTING

Surveyor

July 2018 – June 2020

Assistant to department lead. Oversaw two survey team members within the company. Remained the lead project surveyor of Auckland City Rail Link Subsection C1 until tunnel completion.

DOWNER GROUP

Senior Survey Technician

January 2018 – July 2018

Lead project surveyor for Auckland City Rain Rink C1 Project until position moved to Calibre Consulting. Experience in open pit, underground tunneling and inter-city surveying.

REGGERI-JENSEN-AZAR

Assistant Surveyor

June 2014 - January 2018

Assistant to Licensed Surveyor gaining direct experience on the fundamentals of Land Development surveying.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION AAS in Surveying Technology, Oklahoma State

REGISTRATION Licensed Professional Land Surveyor - Oklahoma

WORK EXPERIENCE

JOHNSON & ASSOCIATES**Licensed Professional Land Surveyor**

January 2024 – Present

Joining J&A, Mr. Murphy now assists Matt Johnson with the research & preparation of various land title, topographic & boundary surveys. including: preparing field packets, reviewing & processing field data, resolving boundaries, preparing legal descriptions, exhibits & survey plats.

COWAN GROUP ENGINEERING**Survey Division Manager**

February 2023 – January 2024

As survey division manager, Mr. Murphy's duties expanded to overseeing both office personnel and field crews, working closely with the ownership group to develop the survey department, creating a new project management system, preparing educational presentations about land surveying & the department, and resolve day-to-day issues.

DODSON-THOMPSON-MANSFIELD**Field Manager /SURVEY TECHNICIAN**

December 2017 - February 2023

After becoming licensed and taking over the management of field operations, Mr. Murphy's duties & responsibilities expanded to include overseeing 4 field crews' daily operations, preparing packets for & scheduling projects for field work, maintaining company equipment & supply inventory, training & mentoring field crew members, reviewing incoming field data, pursuing new innovations & adapting technologies into the company's workflow, and assist with new project proposals.

Working in both the office as a CAD technician and out in the field as a field technician under the direction of the professional land surveyors, Mr. Murphy's duties & responsibilities included some of the duties of his previous position, as well as processing incoming field data, drafting survey plats, resolving boundaries, reviewing title commitments, preparing legal descriptions, and collecting research for new projects.



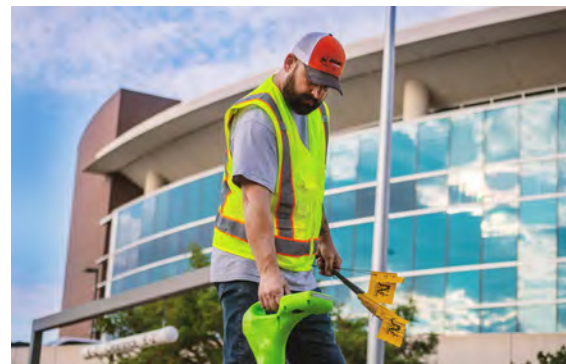


OUR UTILITY EXPLORATION DIVISION CAN HELP YOU **EXPOSE UNDERGROUND UTILITIES** WITH MINIMAL DISTURBANCE & RISK OF DAMAGING LINES, MAPPING THEM WITH **SUB-CENTIMETER ACCURACY**.

CODY EAKLE JAUE ENGINEERING TECHNICIAN
CODY@JAOKC.COM



- THE J&A NAME YOU KNOW
- THE SURVEY EXPERTISE TO BRING YOU MORE **ACCURATE REPORTING**
- A MORE SEAMLESS EXPERIENCE FROM EXPLORATION TO SURVEY
- COST EFFICIENCY
- RESPONSIVE & ADAPTABLE
- WE KNOW UTILITIES AND WE KNOW WHO TO CALL



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/24

| | | |
|---|--|---------------|
| PRODUCER Alexandria Newton 2524 N Broadway #557 Edmond, OK 73034 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Johnson and Associates, LLC 1 East Sheridan Avenue, Suite 200 Oklahoma City, OK 73104 | INSURER A: American National Insurance | |
| | INSURER B: Comp Source | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|------|-----------|-------|--|---------------|----------------------------------|-----------------------------------|--|--------------|
| A | | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 3501X0003 | 09/02/2024 | 09/02/2025 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$ 2,000,000 | |
| A | | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 3501C0001 | 09/02/2024 | 09/02/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| A | | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | 3501E0090 | 10/17/2024 | 10/17/2025 | EACH OCCURRENCE | \$ 9,000,000 |
| | | | | | | | AGGREGATE | \$ 9,000,000 |
| B | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 03576878 24 1 | 06/01/2024 | 06/01/2025 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | OTHER | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Midwest City
 100 N. Midwest Boulevard
 Midwest City, OK 73110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Alexandria Newton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and LMRK Engineering LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Reza Khakpour
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: LMRK Engineering

By:  _____

Name: Reza Khakpour

Title: President

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



Exhibit A - Schedule of Fees

LMRK hourly rate schedule,

| | |
|-------------------------------|----------|
| Senior Project Manager | \$175.00 |
| Senior Engineer / QC Engineer | \$165.00 |
| Design Engineer | \$135.00 |
| Senior Designer | \$110.00 |
| Designer | \$70.00 |
| Administrative | \$55.00 |

Exhibit B - LMRK Team

Your Team

**City of Midwest
City**

**Project Manager / Lead
Engineer**
Reza Khakpour, PE, CFM, DBIA

QA / QC
Seth Barkhimer, PE, CFM

CAD / GIS
Anthony Crain

CAD
Lobat Meftah

LMRK
ENGINEERING

DESCRIPTION OF PROPOSED TEAM

The LMRK team will be led by Reza Khakpour and will utilize drafting resources needed for each project. Our team will also use Mr. Barkhimer's services for quality control and as additional capacity.

Principal Contact

Reza Khakpour, PE, CFM, DBIA
Managing Engineer / CEO
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142
405.394.6649
reza&@lmrkengineering.com

Exhibit C - Insurance

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2024

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 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 ALLIANT INSURANCE SERVICES INC 38383820 3000 NW 149TH STREET OKLAHOMA CITY OK 73134 | CONTACT NAME: | | |
| | PHONE (405) 751-8356 (A/C, No, Ext): | FAX (A/C, No): | |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED LMRK ENGINEERING LLC 7212 NW 129TH ST OKLAHOMA CITY OK 73142-2544 | INSURER A : Hartford Underwriters Insurance Company | | 30104 |
| | INSURER B : Property and Casualty Insurance Company of Hartford | | 34690 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYYY) | LIMITS | |
|----------|---|-----------|---|---------------|-------------------------|---------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | EACH OCCURRENCE | \$1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$1,000,000 | |
| | | | MED EXP (Any one person) | | | | \$10,000 | |
| | | | PERSONAL & ADV INJURY | | | | \$1,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | BODILY INJURY (Per person) | | | | | |
| | | | BODILY INJURY (Per accident) | | | | | |
| | | | PROPERTY DAMAGE (Per accident) | | | | | |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 38 WEC BB5KFU | 12/12/2023 | 12/12/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | E.L. EACH ACCIDENT | | | | \$100,000 | |
| | | | E.L. DISEASE -EA EMPLOYEE | | | | \$100,000 | |
| A | Employment Practices Liability Insurance | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | Each Claim Limit | \$25,000 |
| | | | Annual Aggregate Limit | | | | \$25,000 | |

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

Those usual to the Insured's Operations. Reference: MWC - On-Call Prof. Services.

CERTIFICATE HOLDER

The City of Midwest City
100 N MIDWEST BLVD
MIDWEST CITY OK 73110

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

Susan S. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on **Attachment “B”** (“**Service Provider’s Team**”) without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment “A”** (“**Schedule of Fees / Rate Card**”).

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. The Service Provider shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, or intentional, acts or omissions of the Service Provider, its employees and its consultants in the performance of professional services under this Agreement. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Harris Wilson, PE

Meshek & Associates, LLC

2000 N Classen, No. E-250

Oklahoma City, OK 73106

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, subject to the standard of care, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Agreement, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

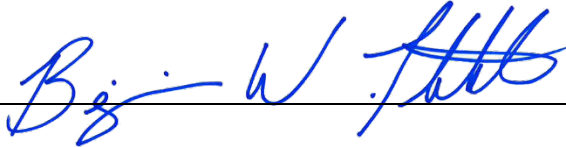
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Meshek & Associates, LLC

By: _____



Name: Ben Fletcher, PE, LSI

Title: Design Department Manager

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

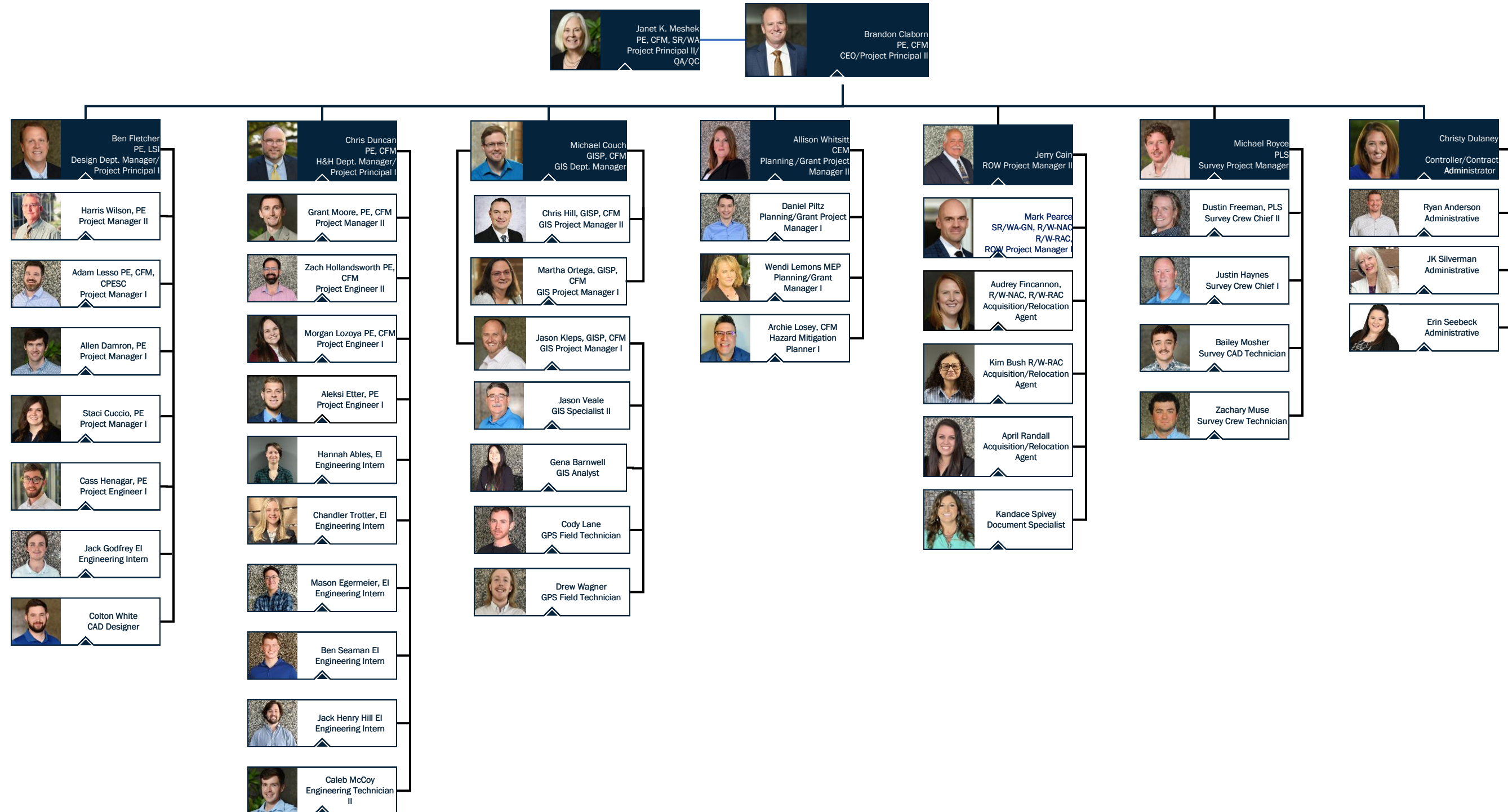


2024 Rate Schedule

| Allowance for Office Work | | | |
|---|-----------------------------|-----------------------------------|-----------|
| Project Principal II | \$ 325.00 | GIS Project Principal | \$ 240.00 |
| Project Principal I | \$ 300.00 | GIS Project Manager II | \$ 230.00 |
| Project Manager II | \$ 265.00 | GIS Project Manager I | \$ 185.00 |
| Project Manager I | \$ 190.00 | GIS Specialist II | \$ 145.00 |
| Project Engineer II | \$ 190.00 | GIS Specialist I | \$ 115.00 |
| Project Engineer I | \$ 135.00 | GIS Analyst | \$ 110.00 |
| Engineering Intern | \$ 130.00 | GIS Technician | \$ 95.00 |
| Engineering Technician II | \$ 125.00 | GPS Field Technician | \$ 85.00 |
| Engineering Technician I | \$ 100.00 | ROW Project Manager II | \$ 230.00 |
| CAD Designer | \$ 100.00 | ROW Project Manager I | \$ 210.00 |
| 3 Man Survey Crew | \$ 315.00 | Assistant ROW Project Manager | \$ 140.00 |
| 2 Man Survey Crew | \$ 215.00 | Acquisition/Relocation Agent | \$ 120.00 |
| Survey CAD Technician | \$ 95.00 | Real Estate Trainee | \$ 90.00 |
| Survey Crew Chief I | \$ 100.00 | Planning/Grant Project Manager II | \$ 205.00 |
| Survey Crew Chief II | \$ 130.00 | Planning/Grant Project Manager I | \$ 170.00 |
| Survey Crew Technician | \$ 85.00 | Planner II | \$ 135.00 |
| Survey Project Manager | \$ 205.00 | Planner I | \$ 125.00 |
| LiDAR Survey Crew | \$ 250.00 | Contract Administrator | \$ 210.00 |
| LiDAR Data Specialist | \$ 140.00 | Administrative | \$ 115.00 |
| Allowance for Travel | | | |
| Mileage | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current GSA Rate | | |
| Reproduction Costs | | | |
| 8-1/2"x11" print | \$ 0.15 | Billed per page printed | |
| 8-1/2"x14" print | \$ 0.20 | | |
| 11"x17" print | \$ 0.30 | | |
| Black and White Plots | \$ 5.00 | | |
| Color Plot | \$ 8.00 | | |
| Mylars | \$ 13.00 | | |
| Miscellaneous Outside Expenses and Fees | | | |
| Outside Direct Project Expenses | Passthrough at Cost | | |
| Subconsultant Services | Cost plus 5% management fee | | |

MESHEK & ASSOCIATES, LLC

ATTACHMENT B





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022 | CONTACT NAME: Cherie Crumley PHONE (A/C. No. Ext): 678.824.8554 FAX (A/C. No): 678.824.8554 E-MAIL ADDRESS: greylingcerts@greyling.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|
| INSURED Meshek & Associates, LLC 1437 South Boulder Avenue, Ste. 1550 Tulsa OK 74119 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Sentinel Insurance Company, Ltd. | 11000 | INSURER B : Twin City Fire Insurance Company | 29459 | INSURER C : Travelers Casualty and Surety Company | 19038 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Sentinel Insurance Company, Ltd. | 11000 | | | | | | | | | | | | | | |
| INSURER B : Twin City Fire Insurance Company | 29459 | | | | | | | | | | | | | | |
| INSURER C : Travelers Casualty and Surety Company | 19038 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1608047338

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 20UEGJG3007 | 4/4/2024 | 4/4/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 20WBGRX5873 | 4/4/2024 | 4/4/2025 | <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 |
| C | Professional Liability | | | 106741261 | 5/20/2024 | 5/20/2025 | Per Claim Aggregate 2,000,000 2,000,000 |

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

Re: Midwest City On-Call Professional Services.
 The City of Midwest City, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Plummer Associates, Inc., (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Alan Swartz, PE
Plummer Associates, Inc.
531 Couch Drive, Suite #200
Oklahoma City, Oklahoma 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

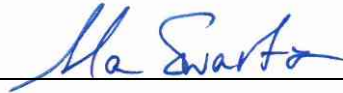
The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Plummer Associates, Inc.,

By: 

Name: Alan Swartz

Title: Principal, Oklahoma Design Team Leader

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2024

| Staff Description | 2024 Rate |
|---|-----------|
| Staff Admin | \$100.00 |
| Senior Admin | \$115.00 |
| Staff CAD | \$120.00 |
| Senior CAD | \$145.00 |
| CAD Manager | \$165.00 |
| Staff CM | \$135.00 |
| Project CM | \$165.00 |
| Senior CM | \$220.00 |
| Principal CM | \$300.00 |
| Staff RPR | \$115.00 |
| Senior RPR | \$160.00 |
| Staff Geospatial | \$105.00 |
| Senior Geospatial | \$130.00 |
| Geospatial Manager | \$160.00 |
| Intern | \$80.00 |
| Staff Engineer/Scientist | \$140.00 |
| Project Engineer/Scientist | \$180.00 |
| Project Manager | \$250.00 |
| Subject Matter Expert/ Senior Project Manager | \$305.00 |
| Principal | \$340.00 |

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

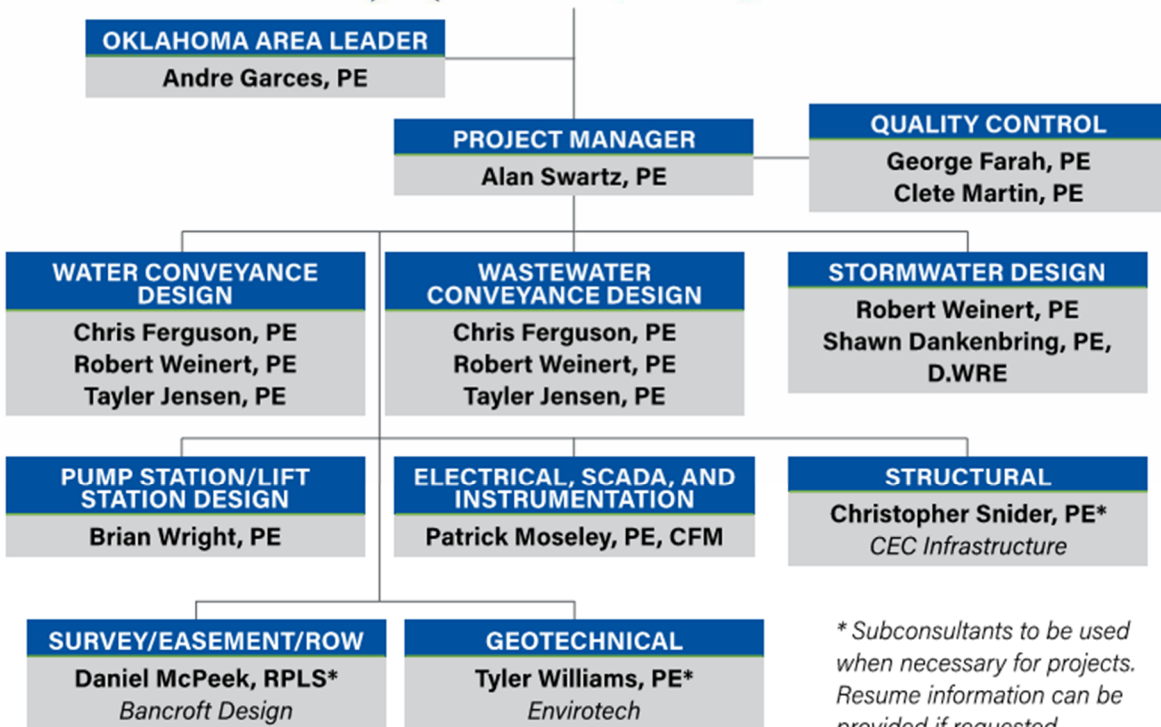
A technology charge will be billed at \$5 per labor hour.

ATTACHMENT B

SERVICE PROVIDER'S TEAM



Alan Swartz, PE | Oklahoma Design Team Leader
 531 Couch Dr., Suite 200, Oklahoma City, Oklahoma 73102
 405.896.4322
 aswartz@plummer.com



** Subconsultants to be used when necessary for projects. Resume information can be provided if requested.*



ATTACHMENT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2024

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.

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.

Table with 2 main columns: PRODUCER (Risk Strategies) and INSURED (Plummer Associates, Inc.), and CONTACT INFORMATION (Joe Bryant) and INSURER(S) AFFORDING COVERAGE (XL Specialty, Hartford, etc.).

COVERAGES CERTIFICATE NUMBER: 81822378 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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Professional Liability, and Cyber Liability.

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.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Midwest City) and 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).

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and SRB, LLC (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

to be provided as set forth on **Attachment “B”** (“**Service Provider’s Team**”) without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment “A”** (“**Schedule of Fees / Rate Card**”).

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this **Agreement**.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed, and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence, and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Craig Wallace
SRB, LLC
100 N.E. 5th St
Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: SRB, LLC

By: _____

Name: Marc A. Long, P.E.

Title: Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

Attachment A

SRB RATE SCHEDULE 2024-2025

| Personnel Classification | Approved Hourly Rate |
|---------------------------------|-----------------------------|
| Principal In Charge | \$295 |
| Engineering Manager | \$240 |
| Sr. Project Manager | \$220 |
| Project Manager | \$195 |
| SR. Engineer | \$170 |
| Staff Engineer | \$140 |
| Urban & Regional Planner | \$130 |
| Engineer-Intern | \$135 |
| Design Technician | \$160 |
| SR. CAD Technician | \$120 |
| CAD Technician II | \$100 |
| CAD Technician I | \$90 |
| Drone Operator | \$120 |
| GIS Technician | \$120 |
| Utilities Coordinator | \$148 |
| Professional Land Surveyor | \$190 |
| Field Survey Crew | \$180 |
| Construction Administrator | \$148 |
| Construction Inspector | \$110 |
| SR. Inspector | \$140 |
| ROW-Legal | \$190 |
| ROW Specialist | \$110 |
| Office Manager | \$95 |
| Office Clerical | \$75 |

Rate schedule shall be submitted annually and be effective from January 1 through December 31 of each year. Rates subject to adjustment for inflation based on amounts identified annually in the Consumer Price Index (CPI) for this region.

ATTACHMENT B
SERVICE PROVIDER'S TEAM

| | |
|-----------------------------------|---|
| SR PROJECT MANAGER- | Craig Wallace |
| ENGINEERING MANAGER- | Marc Long, P.E. |
| SURVEY PROJECT MANAGER- | Taylor Denniston, P.L.S |
| SR. ENGINEER- | Grady Wade, P.E. Robert Mullins, P.E. Amanda Way, P.E. |
| STAFF ENGINEER | Brandon Everhart, P.E. |
| ENGINEERING INTERN | Wade Gariner |
| CAD TECH- | Ronnie Gray Derrick Bergfeld Bryan Deason |
| PROFESSIONAL LAND SUVEYOR- | Justin Smith, P.L.S |
| CLERICAL- | Krista Weber Callie Fuller |
| ROW SPECIALIST | Jessi Early, R.W.P. |
| SURVEY CREW (2-MAN) | Varies |



SMITBAL01C

CKADIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

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 License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118 | CONTACT NAME: Cecile Kadia PHONE (A/C, No, Ext): (405) 556-2311 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Cecile.Kadia@INSURICA.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104 | INSURER A: American Casualty Co. of Reading, PA NAIC # 20427 | |
| | INSURER B: Continental Casualty Company 20443 | |
| | INSURER C: Continental Insurance Company 35289 | |
| | INSURER D: National Fire Insurance Co. of Hartford 20478 | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 6079846635 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | EMPLOYEE BENE \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6079846649 | 12/18/2023 | 12/18/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6079846618 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 10,000,000 |
| | | | | | | | AGGREGATE \$ 10,000,000 |
| | | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC679846621 | 12/18/2023 | 12/18/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Inland Marine | | | 6079846635 | 12/18/2023 | 12/18/2024 | Leased/Rented Equip 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation in favor of Certificate holder & below entities with respects to the General Liability coverage subject to the policy terms and conditions as their interests may appear per written contract.

- Additional Entities:
- THE CITY OF MIDWEST CITY
 - MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
 - MIDWEST CITY MUNICIPAL AUTHORITY
 - MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

| | |
|---|---|
| CERTIFICATE HOLDER The City of Midwest City, City Clerk 100 N. Midwest Boulevard Midwest City, OK 73110 | 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 |

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Architecture; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. **TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants to the best of our knowledge, information and belief that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Anthony McDermid
TAP Architecture, LLC
415 N Broadway Avenue
Oklahoma City, OK 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: TAP Architecture, LLC

By:  _____

Name: Anthony McDermid, AIA, RIBA

Title: Owner & Founding Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

2024 HOURLY RATE SCHEDULE

| | |
|------------------------------------|----------------|
| Principal | \$225 per hour |
| Architect IV | \$195 per hour |
| Architect III | \$170 per hour |
| Architect II | \$145 per hour |
| Architect I | \$120 per hour |
| Interiors III | \$145 per hour |
| Interiors II | \$120 per hour |
| Interiors I | \$85 per hour |
| Architectural Intern III | \$110 per hour |
| Architectural Intern II | \$100 per hour |
| Architectural Intern I | \$90 per hour |
| Architectural Student Intern | \$70 per hour |
| Director of Project Management ... | \$195 per hour |
| Senior Project Manager | \$170 per hour |
| Project Manager | \$145 per hour |
| CAD Tech II | \$75 per hour |
| CAD Tech I | \$65 per hour |
| Marketing Director | \$125 per hour |

The Hourly Rate Schedule is reissued annually and applies to the calendar year in which it is published.



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

TAP TEAM

BILLING LEVEL

Anthony McDermid Principal
Principal & Founding Owner

Clay Dobbins Architect III
Partner Architect

Chris Teehee Director of Project
Director of Project Management & Partner
Management

Russell Megee Sr. Project Manager
Sr. Project Manager

Zach Hicks Project Manager
Project Manager

Allison Fredrickson Interiors III
Director of Interior Design

Sandra Perkins Interiors II
Interior Designer

Laura Silverio Architectural Intern II
Project Designer

Rachel Smith-Streck Marketing Director
Director of Marketing &
Business Development



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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: _____ | |
| | PHONE (A/C. No. Ext): _____ | FAX (A/C. No.): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Hartford Fire Insurance Company | | 19682 |
| INSURER B: Valley Forge Insurance Company | | 20508 |
| INSURER C: Continental Casualty Company | | 20443 |
| INSURER D: American Casualty Company of Reading, PA | | 20427 |
| INSURER E: | | |
| INSURER F: | | |

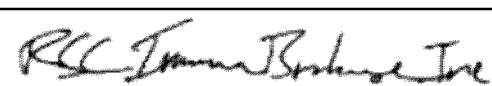
COVERAGES **CERTIFICATE NUMBER:** 78066083 **REVISION NUMBER:**

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 | | | | |
|----------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|------------|-----------|-----------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$150,000 | | | | |
| B | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614731 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table> | Y/N | | N | N/A | | <input checked="" type="checkbox"/> | 7012614700 | 1/21/2024 | 1/21/2025 | <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 |
| Y/N | | | | | | | | | | | |
| N | N/A | | | | | | | | | | |
| A | Professional Liability | | <input checked="" type="checkbox"/> | 46OH0429351 | 1/21/2023 | 1/21/2024 | Per Claim \$2,000,000 Annual Aggregate \$2,000,000 | | | | |

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 the certificate holder on all policies.

| | |
|---|---|
| CERTIFICATE HOLDER Master Certificate | 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  RSC Insurance Brokerage |

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: September 24, 2024

Subject: Discussion, consideration, and possible action on a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed Two Million Two Hundred Fifty-Two Thousand Dollars (\$2,252,000.00), approving documents as may be necessary or required and declaring an emergency.

The Oklahoma Water Resources Board has selected one of several eligible wastewater projects to receive a 100% Principal Forgiveness Loan through the Clean Water State Revolving Fund (CWSRF). The Midwest City Municipal Authority's selected project will be directed toward a study to determine if the Midwest City Water Resources Recovery Facility could be a source of microplastics and recommend treatment process modifications to minimize the discharge of these pollutants to the environment.

The following resolution is required as part of the loan application process.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBERS, AT CITY HALL, 100 N MIDWEST BLVD., IN THE CITY OF MIDWEST CITY, OKLAHOMA, ON THE 24TH DAY OF SEPTEMBER 2024, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Midwest City, Oklahoma, for the calendar year 2024 having been given in writing to the City Clerk of Midwest City, Oklahoma, and public notice and agenda of this meeting having been posted in prominent view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, the Resolution was introduced and considered by sections. Upon motion of Councilor _____ seconded by Councilor _____, the Resolution was finally passed with the following vote:

AYE:

NAY: None

and upon motion of Councilor _____, seconded by Councilor _____, the question of the emergency was ruled upon separately and approved with the following vote:

AYE:

NAY:

THEREUPON, the Resolution was signed by the Mayor, and attested and sealed with the seal of the City by the City Clerk and is as follows:

RESOLUTION # _____

A RESOLUTION RELATING TO THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION TWO HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$2,252,000.00), APPROVING DOCUMENTS AS MAY BE NECESSARY OR REQUIRED AND DECLARING AN EMERGENCY.

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created by a Trust Indenture, dated as of July 23, 1968 (the "Trust Indenture") for the use and benefit of the City of Midwest City, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the wastewater system leased to the Authority by the City, it will issue its Clean Water SRF Promissory Note, Series 2024 (the "Note"), in the aggregate principal amount of not to exceed \$2,252,000.00.

WHEREAS, the Authority has engaged Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, as Bond Counsel (the "Bond Counsel") and BOK Financial Securities, Inc., as financial advisors (the "Financial Advisor") in connection with the issuance of the Note.

BE IT RESOLVED BY THE CITY OF MIDWEST CITY, OKLAHOMA:

Section 1. The incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in the aggregate principal amount of not to exceed \$2,252,000.00 to be evidenced by the Note of the Authority is hereby approved by the City Council of the Midwest City, Oklahoma, the governing body of said City.

Section 2. It is hereby acknowledged that the Mayor shall execute and deliver in the name and on behalf of the City all documents, closing papers, certificates and such other documents as are necessary to accomplish the transactions contemplated thereby.

Section 3. The signatures of the officers of the City appearing on agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the City.

Section 4. The Mayor and City Clerk of the City be, and they hereby are, authorized and empowered for and on behalf of the City, to execute and deliver such further agreements and

documents and take such action as such officer or officers may deem necessary or desirable in order to accomplish the issuance of the Note.

Section 5. By reason of the urgent need to provide permanent funding for certain public improvements, facilities and services relating to the sewer treatment collection and disposal system leased to the Authority by the City, and for the furtherance and preservation of the public peace, health, safety and welfare of the City and the inhabitants thereof, an emergency is declared to exist for reason whereof this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED as an emergency measure this 24th day of September, 2024.

Mayor

(Seal)

ATTEST:

City Clerk

APPROVED:

City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting City Clerk of the City of Midwest City, Oklahoma, do hereby certify that attached hereto is a true and complete copy of the schedule of regularly scheduled meetings of the City Council of Midwest City, Oklahoma, for the calendar year 2024 as filed in my office.

I further certify that a true and correct copy of the Public Notice attached hereto was posted in prominent public view on the doors to City Hall, 100 N Midwest Blvd., Midwest City, Oklahoma, twenty-four (24) hours prior to said meeting, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 24th day of September, 2024.

City Clerk

(SEAL)



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: September 24, 2024

RE: Discussion, consideration, and possible action regarding a 3.8 percent across the board increase to the base salary of City Employees covered by the IAFF Local #2066 collective bargaining agreement, to be effective July 1, 2024.

Staff is recommending an across the board increase of 3.8 percent to the base salary of City Employees covered by the IAFF Local #2066 collective bargaining agreement, to be effective July 1, 2024. This is uniform with the previously approved increase for City Employees not covered by a collective bargaining agreement and City Employees covered by the collective bargaining agreements with the Local FOP Unit.

Troy Bradley, Human Resources Director

Memorandum

To: Honorable Mayor and Council

From: Paul Streets, Public Works Director

Date: September 24, 2024

Subject: Discussion, consideration, and possible action to approve the annual water meter schedule of fees as stated per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.

Section 43-18 – Installation fees; meter installation, etc.

- (a) The fees for installation of water service and meter shall be as determined on a schedule of fees provided by the public works director or designee prior to July 1st of each calendar year or, as the cost of materials and labor increase or decrease, the schedule shall be revised to reflect the increases or decreases in cost as necessary, after approval by the council. Fees for connection to the water system and installation or purchase of a water meter shall be paid at the time the building permit is issued. All meters shall be furnished and installed by the city.

The table below shows the annual adjustment, which includes the actual cost Line Maintenance pays for water meters that are purchased for new construction projects prior to installation. The proposed schedule of fees reflects an increase of water meter pricing to begin September 25, 2024. Line Maintenance shall provide costs for water meters, eight (8) inch diameter or larger, to Engineering and Construction Services when needed for permit applicants. *Important to note, the increase is related to the actual cost of the meters borne by Line Maintenance and will not generate any revenue.*

| Size | 2023-2024 | 2024-2025 |
|---------------|---|---|
| 5/8 X 3/4" | \$ 674 | \$ 756 |
| 1" | \$ 474 | \$ 506 |
| 1 ½" | \$ 706 | \$ 791 |
| 2" | \$ 1181 | \$ 1286 |
| 3" | \$ 1413 | \$ 1576 |
| 4" | \$ 2504 | \$ 2786 |
| 6" | \$ 4233 | \$ 4706 |
| 8" and larger | TBD (Supplier quote + Foreman delivery and inspection) | TBD (Supplier quote + Foreman delivery and inspection) |

Respectfully,



R. Paul Streets
 Public Works Director



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: September 24, 2024

RE: Discussion, consideration, and possible action of approving a new lease agreement with New Cingular Wireless (f/k/a AT&T) and the Midwest City Municipal Authority for the lease of space for the installation of cellular antennas on the clock tower in W.P Bill Atkinson Park, 301 E. Mid-American Blvd, at an initial annual payment of \$35,000.00. (D. Maisch – City Attorney).

In July of 2024 the original lease agreement between AT&T and the City of Midwest City expired concerning the site being used by the company that took over the AT&T Wireless Networks lease (New Cingular Wireless) for antenna space on the City of Midwest City Clock Tower. The clock tower is on property owned by the City of Midwest City, while the Midwest City Municipal Authority, operates the site for the City. The expired lease agreement was entered into in 1994, for five years, with five, 5-yr renewals. The amount of the lease being paid by New Cingular Wireless for the expired lease was approximately \$21,000.00 annually.

The new lease will be a five-year lease, with four 5-yr renewals. The lease amount will start at \$35,000.00 a year and will increase by 2.5% per year. The lease payments will be used for either: 1. Maintenance of the clock tower; 2. Finance large cost maintenance items for the clock tower; or 3. Other needs of the City/Municipal Authority. There are other City/Municipal Authority protections in the lease agreement, including advance notification by New Cingular Wireless or its subcontractor prior to commencing any work or upgrades to their system at the site.

New Cingular Wireless has approved the agreement. The City is a signatory to the agreement as the City also has equipment on the clock tower and certain City interests are protected in the agreement. Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

THIS LEASE AGREEMENT (hereinafter referred to as “**Lease**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**CITY**”), the Midwest City Municipal Authority, a public trust (hereinafter referred to as “**AUTHORITY**”), and New Cingular Wireless PCS, LLC, (hereinafter referred to as “**Lessee**”) (**CITY**, **AUTHORITY** and **Lessee** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **CITY** owns and operates and **AUTHORITY** leases and finances certain property for **CITY** primarily for the purpose of providing services for the benefit of the residents of Midwest City; and

WHEREAS, **CITY** and **AUTHORITY** grant permission for use of their property which do not conflict with their primary purpose and uses; and

WHEREAS, **CITY** owns certain real property located at Block 018, Lot 004 of the Atkinson Heights Addition to the City of Midwest City, Oklahoma County, Oklahoma, also known as 301 East Mid-American Boulevard, Midwest City, Oklahoma 73110 (“**Location Site**”); and

WHEREAS, on August 17, 1994, **AUTHORITY**, **CITY**, and **Lessee**’s predecessor entered into a Lease Agreement for the purpose of installing, operating and maintaining **Facilities** identified with the transmission and reception of cellular telephone and radio communication signals, including antennas, related equipment, and a communications shelter (“**Facilities**”); and

WHEREAS, the Lease Agreement, the First Amendment to the Lease Agreement dated October 28, 2010 and the Letter of Amended and Restated Lease Agreement dated June 28, 2018, was set to expire on June 30, 2024; and

WHEREAS, the **Parties** desire to enter into a new Lease Agreement with new terms to access the **Location Site** for the purpose of operating and maintaining the existing **Facilities**; and

WHEREAS, **Lessee** further requests that **CITY** and **AUTHORITY** allow **Lessee** to preserve **Lessee**’s spot on the **Tower** and to keep all equipment in its current location.

NOW THEREFORE, **CITY**, **AUTHORITY**, and **Lessee** agree as follows:

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

1. PERMIT

A. Subject to the conditions and limitations in this **Lease**, **CITY** and **AUTHORITY** do hereby permit **Lessee** to enter and access certain portions of the **Location Site** (hereinafter referred to as “**Premises**”) more particularly described in **Attachment “A”**. **Lessee** will be permitted to enter and access the **Premises** for the purpose of installing, operating and maintaining the **Facilities** as provided in this **Lease**. The **Facilities** will include only such equipment, improvements, power lines, fiber optic cables, electric and telephone lines (**Facility Specifications**) as specifically depicted on **Attachment “B” (Site Plan)** as may be modified in accordance with Section 9 below.

B. This **Lease** is expressly limited to provide **Lessee** permission only to the extent **Lessee’s** use does not interfere with the use of the **Location Site** and **Premises** by **CITY** and **AUTHORITY** and public trusts of which **CITY** or **AUTHORITY** are a beneficiary. This **Lease** is subject and subordinate to the rights of **CITY** and **AUTHORITY** to the use of the **Location Site** and **Premises** which will be dominant over all rights of **Lessee**. **Lessee** also acknowledges that **CITY** or **AUTHORITY** may permit events or activities near the **Premises**. **CITY** or **AUTHORITY** will provide **Lessee** notice of any such event or activity which **CITY** or **AUTHORITY** reasonably believe will limit **Lessee’s** access to the **Premises** and **Lessee** will directly coordinate its use and activities with the event or activities coordinator.

C. This **Lease** hereby closes and supersedes all previous agreements between the Parties as to the specific **Facilities** identified in this **Lease**.

2. TERM

Subject to the prompt and timely payment of Consideration as set forth in Paragraph 3 (B):

A. The initial term of the **Lease** is five (5) years beginning on July 1, 2024 and ending at 11:59 p.m. (**CITY** – Central Standard Time) on June 30, 2029.

B. The **Parties** agree that at the end of the initial term, this **Lease** will be extended by four (4) additional five-year terms, unless either Party, in its sole discretion, provides written notice of its intent not to extend the **Lease** Term at least three hundred and sixty five (365) calendar days prior to the relevant extension date. If such notice is timely provided by either Party, the term will

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

not be extended, the **Lease** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This **Lease** is also subject to termination for breach of this **Lease** and as set forth herein.

3. CONSIDERATION

A. Rent is payable annually with the first annual rental payment of *Thirty-five Thousand Dollars (\$35,000.00)* due to the **AUTHORITY** by the **Lessee** on or before July 1, 2024. The annual rental will increase by two and one-half percent (2.5%) each year. Subsequent annual rental payments are due on or before each July 1st of any subsequent year.

B. Provided, however, should **CITY** or **AUTHORITY** terminate this **Lease** for any reason other than breach by **Lessee** prior to the expiration of the initial term of this **Lease** or any renewal term for which consideration has been prepaid, **AUTHORITY** will reimburse the **Lessee** for a pro rata share of the prepaid consideration for the prepaid unexpired term.

4. FACILITIES

A. **Updated Site Plan and As-Built Drawings:** **Lessee**, at its sole cost and expense, must provide **CITY** and **AUTHORITY** with updated As-Built drawings in the latest AutoCAD format compatible with **CITY**'s current software, which drawings will depict the components and locations of all of **Lessee**'s **Facilities** upon the **Premises**.

B. **Marking of Facilities:** **Lessee** must clearly label and identify all of the **Facilities** on the **Premises** with its corporate name, date of installation, this **Lease** number, and a toll-free telephone number to call in the event of an emergency. **Lessee** must also mark its underground lines and cables so they are easily discernible from the lines and cables of other lessees, permittees, licensees, and rights holder entities installed on the **Premises**.

C. **Fencing of Facilities:** In an effort to prevent theft and vandalism and to protect the public, **Lessee** must maintain the fencing around the perimeter of the **Premises** as may be approved by the **CITY'S** City Manager or designee. **Lessee** must further plant and maintain such shrubbery and vegetation around the exterior or interior of the fence as may be approved by the **CITY'S** City Manager or designee. Gates will provide access to **Premises**, and the gates will

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

remain locked at all times except to provide access to the **CITY'S City Manager or designee** or authorized personnel.

D. **Repair to Facilities:** If the **Lessee**, including **Lessee's** contractors and subcontractors, requires access to the **Premises** to undertake work, maintenance or repair, the **Lessee** shall notify the **AUTHORITY** at least seventy-two (72) hours in advance of the need of such access, except in the case of an emergency, in which case the **Lessee**, and/or its contractors and subcontractors shall provide as much advanced notices as reasonable practicable. The **AUTHORITY** shall make such access available to the **Lessee**. Since the location of the **Premises and Facilities** is in a City Park, **Lessee** shall work with the **City** to have that portion of the Park closed, where the **Premises and Facilities** are located for the duration of the work, maintenance and/or repair.

5. RIGHT OF MIDWEST CITY AND AUTHORITY TO USE A PORTION OF TOWER AND PREMISES.

Lessee agrees that **CITY** and **AUTHORITY** may use during the initial term and each renewal term, if any, of the **Lease**: (a) the highest available, at the time of requested installation and based on radio frequency separation requirements, RAD center which is the height of the antennas on the structure and the operating center of radiation (the "**Antenna Space**") on the **Tower** located on the **Premises** ("**Tower**") solely for the purpose of installing, operating and maintaining up to three (3) antenna(s) within such **Antenna Space**; (b) **Ground Space**, then available at the time of request, within the **Premises** (the "**Ground Space**") solely for the purpose of installing, operating and maintaining within such **Ground Space** the coaxial cable and connections necessary for the proper operation of the antennas described in (a) above; and (c) space on the **Tower** for connecting one (1) coaxial cable, not to exceed 1 and 5/8 inches (1 5/8") in diameter, for each antenna described in (a) above actually installed by **CITY** and **AUTHORITY** on the **Tower**, to the equipment located in the **Ground Space**, all without the necessity of paying to **Lessee** any rent or license fee for use of the same, but subject, however, to the following terms and conditions:

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

A. CITY and AUTHORITY agree to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the **Antenna Space, Tower and Ground Space**; and

B. CITY and AUTHORITY agree to obtain and maintain, at their sole cost and expense, all governmental licenses, permits, approvals or other relief required or necessary for their use of the **Antenna Space, Tower and Ground Space**; and

C. Neither CITY or AUTHORITY will use, nor will CITY or AUTHORITY permit its employees, agents, or contractors to use, any portion of the **Tower, Antenna Space or Ground Space** in any way which interferes with the **Facilities**, or the operations of **Lessee** under this **Lease**. CITY and AUTHORITY will cause radio interference to cease within twenty-four (24) hours after receipt of notice of interference from **Lessee**. With respect to other non-radio frequency interference from City or AUTHORITY use of the **Antenna Space, Tower and Ground Space**, CITY and AUTHORITY will cause such interference to cease within seventy-two (72) hours. In the event any such interference does not cease within this cure period then the parties acknowledge that **Lessee** may suffer irreparable injury, and **Lessee** will have the right, in addition to any other rights that it may have herein, or at law or in equity, for CITY's and AUTHORITY's breach of this Section, to elect to enjoin such interference or to terminate, upon notice, CITY's and AUTHORITY's right to use the **Antenna Space, Tower and Ground Space** until such interference ceases; and

D. CITY and AUTHORITY agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to CITY's or AUTHORITY's activity conducted in or on the **Premises, Antenna Space, Tower or Ground Space**.

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

6. FACILITIES REQUIREMENTS AND TESTING

A. The **Lessee** will design, install, construct, operate and maintain the **Facilities** in accordance with all applicable local, state, and federal regulations, codes and laws and **CITY** standards. **Lessee** must operate the **Facilities** in such a manner that said **Facilities** do not interfere with the operations of **CITY** and **AUTHORITY** on the **Premises**, if any, or the **Location Site** and do not interfere with **CITY'S** and **AUTHORITY'S** communication systems that may be currently located on the **Premises**, if any, or that may be installed on the **Premises** at any time in the future. Further, **Lessee** must operate the **Facilities** in such a manner that said **Facilities** do not interfere with any communication system located on **Location Site** or **Facilities** owned or operated by existing permittees, or their successors and assignees, as long as the existing permittees operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. All cabling installed by the **Lessee** shall be adhered to the inside of the legs of the clock tower located at the **Premises**.

B. Whenever **CITY** or **AUTHORITY** notifies **Lessee** in writing that the **Facilities** interfere with the operation of the systems of **CITY** or **AUTHORITY**, **Lessee** will have 72 hours to cease or cure the interference.

7. MAINTENANCE OF FACILITIES

Lessee must keep and maintain the **Facilities** located on the **Premises** in a safe condition and in good repair. In addition, **Lessee** must maintain throughout the terms of this **Lease** and must surrender upon the revocation, termination, expiration, or non-renewal of this **Lease** the **Premises** and in a clean and orderly condition. **Lessee** shall clean up any and all construction debris and trash located within the **Facilities** that is on the **Premises**.

8. REPLACEMENT OF FACILITIES/EQUIPMENT

Subject to the provision of this paragraph and other paragraphs in the **Lease**, **Lessee** may replace initially installed **Facilities** with similar and comparable **Facilities**, provided said replacement **Facilities** do not interfere with **CITY'S** or **AUTHORITY'S** use of the **Premises** or **Location Site**. In the event **Lessee** deem it prudent or necessary to replace the **Facilities**, **Lessee** must notify the **CITY'S** City Manager or designee in advance of said replacement(s), and the

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

CITY'S City Manager or designee will determine whether such replacements constitute the need for an amendment to the **Lease**. If the Facilities replacements are permitted under the same or similar terms as this **Lease** the CITY'S City Manager or designee may give written approval. Nothing in this paragraph authorizes the installation of additional **Facilities** by **Lessee**. **Lessee** or any subcontractor shall have a safety officer on-site at anytime maintenance or upgrades are undertaken at the **Premises**.

9. UTILITY LICENSE REQUIREMENTS

Lessee has installed, or caused to be installed, telephone, cable, communications, or electrical service ("Utility Services") to the **Premises**. The Utility Services must be run and remain underground to the **Facilities** from the closest available source. The locations of Utility Services are designated on **Attachment "A"** and **Attachment "B"**. Utility Services must be separately metered and billed and must be timely paid by the **Lessee**.

A. **Identification Markers**: **Lessee** must bury a bright color "caution" tape at a depth of approximately two (2) feet above any Utility Service cables and lines installed after the Effective Date of this **Lease**.

B. **Precautionary Measures**: Where openings are made in or adjacent to any path, jogging or cycling trail, sidewalk, road, street, alley, parking area, or public right-of-way, **Lessee** must, at its own expense, furnish all necessary barricades, fences, lights, and danger signals, and must take all necessary precautionary measures for the protection of the public and property. If damage should occur to any path, jogging or cycling trail, sidewalk, road, street, alley, parking area, or public right-of-way caused by the installation, operation, or maintenance of any Utility Services or **Facilities**, **Lessee** must commence repair of the damage within 72 hours of notice and diligently pursue to completion. Should the **Lessee** fail to timely repair such damage, the CITY'S City Manager or designee may elect to perform the repair or have the damage repaired, and **Lessee** agrees to reimburse CITY and AUTHORITY for any cost and expense of such repairs, plus fifteen percent (15%) for administration and overhead, within sixty (60) days of written notice of said costs and expenses. Neither the materials, excavated material nor machinery used in any activity hereunder will be placed or stored so as to endanger the public or property. CITY and

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

AUTHORITY, through the **CITY'S** City Manager or designee, reserve the right, but not the obligation, to remedy, at **Lessee's** expense. **Lessee** must reimburse **CITY and/or AUTHORITY** for the cost and expense of such remedy, plus fifteen percent (15%) for the administration and overhead, within sixty (60) days of the written notice of said costs and expenses. Provided however, the **Lessee** will not be entitled to any other or additional notification or opportunity to cure pursuant to this paragraph.

C. **Backfill and Revegetation:** **Lessee** will leave all property disturbed by **Lessee** in a solid and safe condition. **Lessee** must:

1. promptly backfill all trenches;
2. repair all cracking, shrinkage or other damage to driveways or sidewalks caused by **Lessee's** boring or construction;
3. fill and re-fill all holes caused by shrinkage or compaction;
4. repave all parking areas and aisles damaged by **Lessee**;
5. remove all excess dirt created by **Lessee**; and
6. promptly restore all sod areas by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established.

All such restoration will be subject to the inspection and approval of the **CITY'S** City Manager or designee. If **Lessee** fails to make any restoration or do any work required by this paragraph of the **Lease** within 72 hours after receipt of written notice from **CITY** or **AUTHORITY**, then **CITY** or **AUTHORITY**, respectively, will have the right, but not the obligation, to make such restorations or do such work at the expense of **Lessee**, and **Lessee** must reimburse **CITY** and/or **AUTHORITY** for the cost and expense of such repairs or work, plus fifteen percent (15%) for administration and overhead, within sixty (60) days of written notice of said costs and expenses. However, if **Lessee** is prevented from restoring or doing such work because of conditions beyond **Lessee's** control, **Lessee**, upon written request to the **CITY'S** City Manager or designee prior to the expiration of the 72 hour notice, may be given a reasonable amount of time to perform said restoration or work as determined by the **CITY'S** City Manager or designee.

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

10. ABANDONMENT/REMOVAL

Upon termination, revocation, non-renewal, or expiration of this **Lease**, **Lessee** must, at its option: (1) remove the **Facilities** and Utility Services within ninety (90) calendar days; or (2) abandon any portion of the **Facilities** in place and secure such Utility Services. Notwithstanding any provision in this **Lease**, all **Facilities** timely installed by **Lessee** will remain the personal property of the **Lessee** during the terms of this **Lease**, regardless of whether any applicable law classifies such **Facilities** as fixtures. **CITY** and **AUTHORITY** consent to **Lessee's** right to remove all or any portion of the **Facilities** from time to time during the terms of this **Lease** in **Lessee's** sole discretion and without **CITY** or **AUTHORITY's** consent. In the event that **Lessee** elects to remove the **Facilities** upon the expiration, non-renewal or earlier revocation or termination of this **Lease**, **Lessee** will, within ninety (90) calendar days of the date of such expiration, non-renewal, revocation or termination of this **Lease**, remove **Lessee's** personal property without damaging the **Location Site**, **Premises**, or any property belonging to **CITY**, **AUTHORITY** or existing permittees. **CITY** and **AUTHORITY** will continue to provide **Lessee** with access to the **Premises** as set forth in this **Lease** to permit **Lessee** to remove **Lessee's** **Facilities** within such ninety (90) day period. Any personal property of the **Lessee** not removed within ninety (90) days will become the property of **CITY**, without cost or charge to **CITY**, to dispose of in any way that meets the needs and requirements of **CITY** and **AUTHORITY**. Should **CITY** decide to dispose of such **Facilities**, **Lessee** will be liable and will reimburse **CITY** and **AUTHORITY** for any expense or cost in removal or disposal of **Lessee's** **Facilities** either abandoned or not removed within the aforementioned ninety (90) days.

11. TERMINATION

This **Lease** will terminate at such time as: (1) the **Lessee**, of its own volition, ceases activities, or abandons use of said **Facilities** for a period of one (1) year; or (2) notice of non-renewal of the **Lease** is given by **Lessee**; or (3) **Lessee** fails to timely make any annual payments, and **Lessee** has not cured said monetary default within thirty (30) days of receipt of written notice from **AUTHORITY**; or (4) a breach (subject to any applicable cure period, if any) or default occurs as defined in this **Lease**; or (5) **CITY** or **AUTHORITY** determines the **Premises** is

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

necessary for purposes of **AUTHORITY** or **CITY**. Should **AUTHORITY** or **CITY** make a determination that the **Premises** is necessary for its purposes, this **Lease** is terminable by **CITY** or **AUTHORITY** upon three hundred and sixty-five (365) days written notice. In the event **CITY** or **AUTHORITY** terminates this **Lease** upon three hundred and sixty-five (365) days written notice upon a determination of need for **CITY** or **AUTHORITY** purposes, **CITY** or **AUTHORITY**, respectively, will make a reasonable effort, if possible on **CITY** or **AUTHORITY** property, to make available to **Lessee** an alternative existing location, if any reasonably practicable, to accommodate **Lessee's** needs for said **Facilities**. In addition to the foregoing and notwithstanding any provision contained in this **Lease** to the contrary, **Lessee** may, in **Lessee's** sole and absolute discretion and at any time and for any or no reason, terminate this **Lease** without further liability by delivering prior written notice to **CITY** and **AUTHORITY**; provided, however, that, in such event, **Lessee** will not be entitled to any refund or rebate of annual rental prepaid and must pay to **CITY** and **AUTHORITY** a lump sum termination fee equal to the then current annual rent.

12. WATER QUALITY

Lessee's activities may not impact water quality.

13. RESTORATION

Upon the revocation, non-renewal, expiration, or termination of this **Lease** for any reason whatsoever, **Lessee** must restore the **Premises** to a condition equivalent to its original condition, reasonable wear and tear excepted.

14. INSURANCE

A. **Lessee** must provide and maintain at all times throughout the term of this **Lease**, and any renewal hereof, such *commercial general insurance with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* for bodily injury (*including death*) and or property damage caused in whole or in part by the **Lessee's**, and its employees and/or agents (including contractors and subcontractors), use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

must include **AUTHORITY** and **CITY** as additional insureds by endorsement as their interest may appear under this **Lease** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to **AUTHORITY** and **CITY** within five (5) days of the execution of this **Lease**.

C. Lessee shall endeavor to require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of Lessee including **AUTHORITY** and **CITY** as an additional insured, by endorsement, as their interest may appear under this **Lease**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of **Lessee** in any other paragraph of this **Lease** or any indemnification or insurance requirement in any other paragraph of this **Lease**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Lease**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Lease** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which **Lessee** is performing restoration or remediation of the Premise or **Location Site** or during which **Lessee** is removing or reclaiming its **Facilities**.

E. Provided, however, should **Lessee** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit **CITY** or **AUTHORITY** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Lease** may be terminated. Termination of this **Lease** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Lease**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **CITY** or **AUTHORITY** to recover damages, expenses, losses or for personal

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Lease**.

15. INDEMNIFICATION

Lessee agrees to indemnify, defend, and hold harmless **CITY** and **AUTHORITY** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by **Lessee**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. **Lessee** must give **CITY** and **AUTHORITY** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **CITY** or **AUTHORITY**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of **CITY** or **AUTHORITY** under any other paragraph, including but not limited to any insurance provision or requirement in this **Lease**.

16. NOTICES

A. Notices and other communications to **CITY** and the **AUTHORITY** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

City Clerk of Midwest City
100 North Midwest Boulevard
Midwest City, OK 73110

AND

City Attorney/Municipal Authority Attorney
c/o City of Midwest City/Midwest City Municipal Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

AND

City Manager/ General Manager
c/o City of Midwest City/Midwest City Municipal Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

respectively, and notices or other communications to the **Lessee** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

New Cingular Wireless PCS, LLC
Attn: Tag-LA
RE: Cell Site #OK1074
Cell Site Name: West Midwest City (OK)
Fixed Asset #10006289
1025 Lenox Park Blvd., NE
3rd Floor
Atlanta, Georgia 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
RE: Cell Site #OK1074
Cell Site Name: West Midwest City (OK)
Fixed Asset #10006289
208 S. Akard Street
Dallas, Texas 75202-4206

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Lease**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

17. ABIDES BY LAW

The **Lessee** must abide by the conditions of this **Lease**, the ordinances of **CITY**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Lessee’s** activities and **Lessee’s** use of the **Facilities** or **Location Site**. **Lessee** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of installation of the **Facilities**.

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

18. LIMITATION

The **Lease** consideration and annual rental fee provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Lessee** or incurred by **CITY** or **AUTHORITY** hereunder or under any insurance or indemnification provision herein.

19. ASSIGNMENT AND SUBLEASE

A. **Lessee** may assign this **Lease** to any entity which (i) is an affiliate, subsidiary or successor of **Lessee**; or (ii) that acquires all or substantially all of the **Lessee's** assets in the market. **Lessee** shall provide the **CITY** and **AUTHORITY** notice and a revised Certificate of Insurance within thirty (30) days of any such assignment. **Lessee** may not otherwise assign, sell, or transfer its interest under this **Lease** without the prior written consent of **CITY** and **AUTHORITY**. Assignment shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Lessee** and Assignee and provision by the Assignee of a certificate of insurance evidencing the insurance required by this **Lease** and upon approval of such assignment by **CITY** and **AUTHORITY**. The **CITY'S** City Manager or designee is authorized, but not required except as provided herein, to execute a letter approving an assignment as provided herein on behalf of **CITY** and **AUTHORITY**. Upon approval of such assignment, **Lessee** will be relieved of all future performance, liabilities and obligations under this **Lease** less and except any performance, liability, or obligation of the **Lessee** at the time of assignment shall become the joint and severable duty and obligation of the **Lessee** and any assignee until same are satisfied and resolved.

B. **Lessee** may not sublease its interest under this **Lease** without the prior written consent of **CITY** and **AUTHORITY**. Any sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Lessee** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Lease** and upon approval of such sublease by **CITY** and **AUTHORITY**. The **CITY'S** City Manager or designee is authorized, but not required, to execute a letter approving a sublease as provided herein on behalf of **CITY** and **AUTHORITY**. Upon approval of such sublease, **Lessee**

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

will not be relieved of future performance, liabilities, and obligations under this **Lease**. **CITY** and **AUTHORITY** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Lessee** within forty-five (45) days after the entering into of same. **Lessee** agrees to timely pay **AUTHORITY** an amount equal to twenty percent (20%) of the monthly or annual, as applicable, rent or license fees at fair market value actually received by or due to **Lessee** from sublessee pursuant to such written agreement within forty-five (45) days of being due. However, in no event shall the payment to **AUTHORITY** be less than \$250.00 a month as sublease revenue (“Sublease Revenue”) in exchange for **AUTHORITY**’s and the **CITY**’s consent to the subleasing of space.

20. COMPLETE AGREEMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Lease** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Lease**, unless specifically and expressly provided herein.

21. TIME OF ESSENCE

For the purposes of this **Lease**, time shall be deemed to be of the essence.

22. MULTIPLE ORIGINALS

This **Lease** shall be executed in multiple counterparts, each of which shall be deemed an original.

23. NONINTERFERENCE

A. This **Lease** authorizes **Lessee** to use and occupy a portion of the **Premises** for the location of its **Facilities** only as provided herein. **Lessee**’s activities and use may not in any manner permanently or temporarily interfere with existing or future **CITY** or **AUTHORITY** uses and **Facilities** or with **CITY** or **AUTHORITY** use of the **Location Site, Premises**, and **CITY** rights-of-way and public properties.

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

B. Lessee shall defend its own rights provision in relation to all rules and regulations enforced by the FCC. Neither CITY nor AUTHORITY shall have any duty or responsibility to prevent or resolve any dispute regarding interference with communications, radio, or other transmissions or with use of the Premises. Lessee shall be solely responsible for initiating, pursuing, and maintaining any action necessary to defend its rights under this Lease against any third party infringing on said rights.

24. PROPERTY INTERESTS

Lessee acknowledges and agrees that the Premises and Location Site are first and foremost the property of CITY or AUTHORITY, and that the Lessee is not granted any property interest therein or by the terms of this Lease.

25. MIDWEST CITY, CITY MANAGER

The CITY'S City Manager or designee and the AUTHORITY'S General Manager or designee are hereby acknowledged as the authorized and empowered representative of AUTHORITY and CITY regarding this Lease.

26. ANTI-COLLUSION

Lessee agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of CITY or AUTHORITY as to the terms or conditions of this Lease, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of CITY or AUTHORITY, either directly or indirectly, in procuring and execution of this Lease.

27. WARRANTY

Issuance of this Lease does not constitute or contain any express or implied warranties of title, interest, or right to possession of the Premises nor the physical condition of any property subject to this Lease. Lessee shall be responsible for identifying other property interests, permits, users, and licenses, if any, and arranging whatever additional permissions as may be required. The Lessee accepts the Premises "as is".

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

28. BREACH AND DEFAULT

A. A breach of any provision of this **Lease** shall act as a breach of the entire **Lease** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Lease** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**. Provided however, any breach by **Lessee** which interferes with the operation or use of the **CITY** water or wastewater systems or the **CITY** public safety or warning system must be cured immediately; and **CITY** and **AUTHORITY** reserve the right to immediately terminate this **Lease** if **Lessee** fails to cure any such breach.

C. Should **CITY** or **AUTHORITY** breach this **Lease**, **Lessee** may only recover that proportion of the prepaid annual rental for the unexpired term. **Lessee** may not collect or recover any other or additional damages, losses, or expenses.

29. ENVIRONMENTAL

A. **Lessee** shall not permit any chemical substance or hazardous material to be brought upon, kept, or used in or about the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees to escape the **Premises**. **Lessee** shall notify the **CITY'S** City Manager or designee of the presence, even if temporary, of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees, except for storage, handling and use of reasonable quantities and types of such materials or substances used by **Lessee** in the ordinary course and the prudent conduct of **Lessee's** business, provided **Lessee** obtains the prior written approval of the **CITY'S** City Manager or designee and provided that: (i) the storage, handling and use of such permitted

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

hazardous substances must at all times conform to all governmental requirements and to applicable fire, safety and insurance requirements; (ii) the types and quantities of permitted hazardous substances must be reasonable and appropriate to the nature and size of **Lessee's** operations; (iii) no hazardous substance shall be spilled or disposed of on, in, under or around the **Premises** or otherwise discharged by **Lessee**. Provided, however, any such approval by the **CITY'S** City Manager or designee will not waive, negate, diminish, or limit the responsibility of the **Lessee** for any contamination or to indemnify **CITY** and **AUTHORITY**.

B. If **Lessee** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material on the **Premises** brought onto such **Premises** by **Lessee** or its contractors, employees or agents results in contamination of the **Premise** or contamination of the water supply of **CITY**, or if contamination of the **Premises** or by the chemical substance or hazardous material otherwise occurs for which **Lessee** is legally liable, **Lessee** shall indemnify, defend and hold **CITY** and **AUTHORITY**, and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Lease** hereof as a result of such contamination.

C. This indemnification of **CITY** and **AUTHORITY** by **Lessee** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **CITY**, **AUTHORITY** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the **Premises** caused by **Lessee**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its employees, agents or contractors results in any contamination of the **Premises**, or the water supply of **CITY**, **Lessee** shall promptly take all actions at its sole expense as are necessary to return the **Premises** and the water supply of **CITY** to the condition existing prior to the introduction of any such chemical substance or

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

hazardous material; provided the CITY'S City Manager or designee's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the **Premises** and water supply of CITY. The foregoing indemnity shall survive the expiration or earlier termination of this **Lease**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

30. INSPECTION

CITY and AUTHORITY and its employees and agents shall have the right, but not the duty, to inspect Lessee's **Facilities** and the **Premises** to determine whether Lessee is complying with the terms of this **Lease**.

31. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Lease**. This **Lease** is solely for the benefit of the Lessee, AUTHORITY, and CITY, and none of the provisions hereof are intended to benefit any third parties.

32. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Lease** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Lease** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

33. ONECALLCENTER

The Lessee must notify the notification center if Lessee is the operator of underground Facilities and will be responsible, whenever it receives notice or request from the notification center or CITY for locating and marking its underground Facilities in accordance with the Underground Facilities Damage Prevention Act.

34. CASUALTY

If any part of the Premises is damaged by casualty or Act of God, as to render the Premises unsuitable, in Lessee’s sole determination, then Lessee may terminate this Lease by providing written notice to CITY or AUTHORITY, as Lessee’s only recourse as to the CITY and AUTHORITY, which termination will be effective as of the date of such casualty or other harm.

35. EFFECTIVE DATE

The Effective Date of this Lease is the date approved by the CITY as the last party hereto.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Lease on the dates set forth below.

LESSEE: New Cingular Wireless PCS, LLC
A Delaware Limited Liability Company

By AT&T Mobility Corporation
Its Manager:

By: Michael Bridwell
Signed by:
FCED24371FA34DA...

Name: Michael Bridwell

Title: Area Manager

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

ATTEST: (SEAL)

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

CITY ATTORNEY

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

APPROVED by the Midwest City Municipal Authority this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

MUNICIPAL AUTHORITY ATTORNEY

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

ATTACHMENT "A"

Legal description of the Premises:

BEGINNING at a point S 89°30'37" E, 93.49 feet and S 00°29'23" W, 9.53 feet from the Northwest Corner of Lot 4, Block 18, ATKINSON HEIGHTS, Being a Subdivision in the South 1/2 of Section 10, T11N - R2W of the Indian Meridian, Oklahoma County, Oklahoma; Thence S 89°14'34" E a distance of 20.00 feet; Thence S 01°16'37" W a distance of 11.44 feet; Thence N 89°14'34" W a distance of 20.00 feet; Thence N 01°16'37" E a distance of 11.44 feet to the POINT OF BEGINNING. Said Tract contains 0.005 acres of land more or less. (AS SHOWN ON PREVIOUS SURVEY BY CIMARRON SURVEYING & MAPPING CO., LS# 189, DATED 6-28-94, FOR SOUTHWESTERN BELL MOBILE SYSTEMS, INC.)

(Generator Lease Site Description)

A tract of land lying in and being a part of Lot 4, Block 18, in the Replat of Atkinson Heights, being a subdivision in the South Half of Section 10, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, as shown by the plat in Book 24 of plats at Page 27, and being further described in Book 637, Page 68, Deed Records of Oklahoma County, Oklahoma; Said tract being more particularly described as follows:

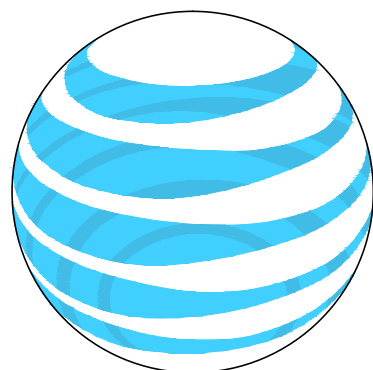
Commencing at a 1/2" iron rod found for the Northwest corner of said Lot 4, Block 18; Thence N 89°11'25" E on the North line of said Lot 4, Block 18 a distance of 99.99 feet to a point on said North line; Thence S 00°48'35" E perpendicular to said North line a distance of 24.06 feet to a "Cut X" set for the Northwest corner, said corner also being the Point Of Beginning; Thence N 89°11'25" E a distance of 10.00 feet to a "Cut X" set for the Northeast corner; Thence S 00°48'25" E a distance of 4.00 feet to a 1/2" iron rod w/cap set for the Southeast corner; Thence S 89°11'25" W a distance of 10.00 feet to a 1/2" iron rod w/cap set for the Southwest corner; Thence N 00°48'35" W a distance of 4.00 feet to the Point of Beginning, containing 40.00 square feet or 0.001 acres, more or less.

ACCESS NOTE: AT&T Mobility has common access through the Parent Tract to Mid America Boulevard, a public Street.

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

ATTACHMENT "B"

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC



at&t
Your World. Delivered.

SITE NAME:

AT&T SITE NUMBER:
FA NUMBER:
SITE ADDRESS:

WEST MIDWEST CITY

OK1074
10006289
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

NEW EQUIPMENT AND ANTENNAS ON:

EXISTING 180' STEALTH CLOCK TOWER



As-Built

UPGRADE TYPE: LTE 6C

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC.
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE INFORMATION

SITE TYPE: STEALTH CLOCK TOWER
SITE NAME: WEST MIDWEST CITY
SITE NUMBER: OK1074
SITE ADDRESS: 300A WEST MID AMERICA BLVD.
MIDWEST CITY, OK 73110
COUNTY: OKLAHOMA COUNTY
JURISDICTION: CITY OF MIDWEST CITY
OCCUPANCY TYPE: UNMANNED
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
APPLICANT: AT&T WIRELESS
405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
RICKY T RIPPER
501-235-2162

PROPERTY OWNER:
CITY OF MIDWEST CITY
405-732-2281

SITE COORDINATES (NAD 83):
LATITUDE: N. 35.4386°
LONGITUDE: W. -97.4002°
GROUND ELEVATION: 1250' (AMSL)

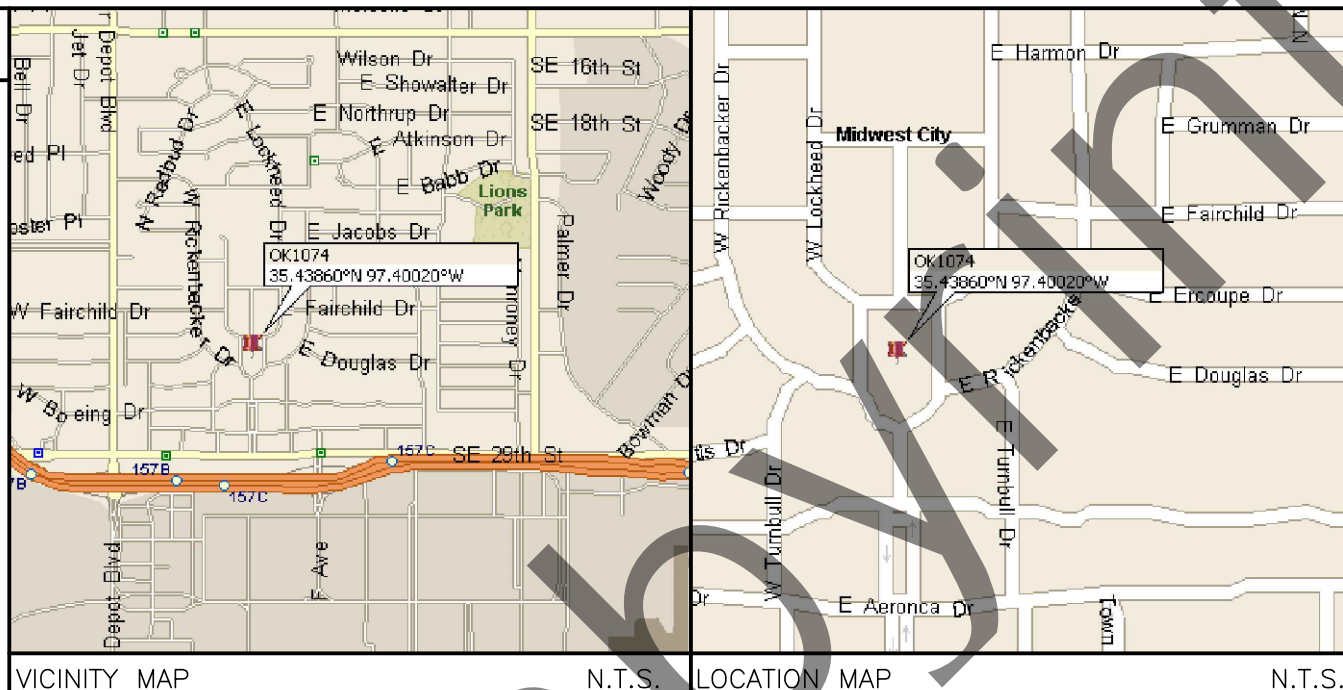
SURVEYOR:
N/A

TOWER OWNER:
CITY OF MIDWEST CITY
100 NORTH MIDWEST BLVD.
MIDWEST CITY, OK. 73110
405-732-2281
SITE NAME: BOMBER CLOCK TOWER
SITE NUMBER: N/A

DESIGNER:
BRANCH COMMUNICATIONS, LLC
1516 SOUTH BOSTON AVE. STE 215
TULSA, OK. 74119
CONTACT: JAMES W MCCOY
PHONE: (918) 261-1875

ARCHITECT/ENGINEER:
SPECIALTY TELECOMMUNICATIONS SERVICES, LLC
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY. STE 120
OKLAHOMA CITY, OK. 73114
CONTACT: SAMUAL CURTIS
PHONE: (405) 753-7167

TELEPHONE COMPANY: N/A
POWER COMPANY: N/A



DRIVING DIRECTIONS

DEPART WILL ROGERS WORLD AIRPORT (EAST) ONTO LOCAL ROAD(S) 21 YDS TAKE LOCAL ROAD(S) (LEFT) ONTO TERMINAL DR 0.8 MI KEEP STRAIGHT ONTO S MERIDIAN AVE 0.8 MI (RIGHT) ONTO AIRPORT RD 1.0 MI I-44 (LEFT) ONTO I-44 3.3 MI I-44 E AT EXIT 120B, (RIGHT) ONTO I-40 5.0 MI I-40 E CONSTRUCTION IN OKLAHOMA CITY (EB) (JUNE 4, 2013 - JUNE 30, 2016) ROAD NAME CHANGES TO I-35 0.9 MI (LEFT) ONTO I-40 4.4 MI US-270 E AT EXIT 157B, TURN RIGHT ONTO RAMP 0.2 MI AIR DEPOT BLVD KEEP STRAIGHT ONTO LOCAL ROAD(S) 21 YDS (NORTH) ONTO S AIR DEPOT BLVD 0.4 MI TURN RIGHT (EAST) ONTO W FAIRCHILD DR 0.3 MI (SOUTH) ONTO W LOCKHEED DR, THEN IMMEDIATELY (SOUTH) ONTO W MID AMERICA BLVD 0.1 MI (EAST) ONTO LOCAL ROAD(S) 54 YDS ARRIVE OK-1074

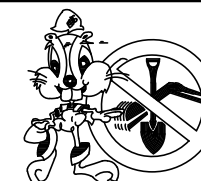
A&E DRAWING REVIEW

| TITLE: | SIGNATURE: | DATE: |
|------------------------|--|-------|
| AT&T CONSTRUCTION MGR: | | |
| RF ENGINEER: | | |
| CONNING APPROVAL: | | |
| SITE ACQUISITION: | | |
| PROPERTY OWNER: | | |
| STATUS CODE: | | |
| 1 | ACCEPTED-WITH OR NO COMMENTS, CONSTRUCTION MAY PROCEED | |
| 2 | NOT ACCEPTED-RESOLVE COMMENTS AND RESUBMIT | |

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

ONE CALL NUMBER:

**CALL OKIE
ONE CALL
(800) 522-6543
CALL 3 WORKING DAYS
BEFORE YOU DIG!**



SCOPE OF WORK

CONTRACTOR TO OBTAIN LATEST RFDS FROM AT&T WIRELESS PRIOR TO CONSTRUCTION FOR ALL PROPOSED EQUIPMENT, ORIENTATION, AND ELEVATIONS.

DRAWING INDEX

| NO | DESCRIPTION |
|------|--|
| T1 | TITLE SHEET |
| GN1 | GENERAL NOTES |
| GN2 | GENERAL NOTES |
| SV-1 | SURVEY |
| A1 | COMPOUND PLAN |
| A2 | TOWER ELEVATION, ORIENTATION & DETAILS |
| A3 | ANTENNA AND EQUIPMENT DETAILS |

DO NOT SCALE DRAWINGS

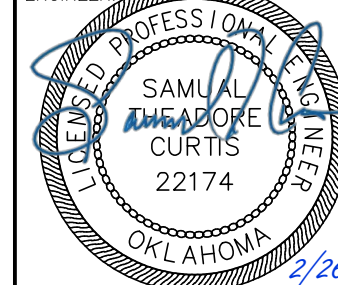
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR T BE RESPONSIBLE FOR SAME.

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- BUILDING/DWELLING CODE: IBC 2015
- STRUCTURAL CODE: IBC 2015
- PLUMBING CODE: IPC 2015
- MECHANICAL CODE: IMC 2015
- ELECTRIC CODE: NEC 2017
- FIRE/LIFE SAFETY CODE: IBC 2015, IFC 2015, NFOA 101

ENGINEER:



| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |

SHEET TITLE:
TITLE SHEET

SHEET NUMBER: **T1** PROJECT #: OK1074 REVISION: **0**

BY: JWM CKD BY: JWM

GENERAL CONSTRUCTION NOTES:

1. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
2. GENERAL CONSTRUCTION, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED IN PERFORMANCE OF THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
3. DRAWING PROVIDED HERE ARE N.T.S. AND ARE INTENDED TO SHOW OUTLINE ONLY.
4. ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS SHOWN OF THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK, THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION, THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, EQUIPMENT, TOOLS, LABOR AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
5. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. IF NEW SHELTER IS PROPOSED, CONTRACTOR MUST HAVE SHELTER MANUFACTURERS SHELTER DRAWINGS PRIOR TO CONSTRUCTION COMMENCEMENT. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS (SIGNED AND SEALED OR BUILDING OFFICIAL APPROVED), LATEST REVISION AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS, PROVIDE CONTACT INFORMATION TO PROJECT MANAGER.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
7. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) OWNERS REPRESENTATIVE OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTORS'S PROPOSAL OR PERFORMANCE OF WORK.
8. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
9. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR.
10. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
11. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF SPECIFIED QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS, ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
12. THE CONTRACTOR SHALL VERIFY ALL EXISTING TOPOGRAPHY AN HORIZONTAL GEOMETRY AS INDICATED ON THESE DRAWINGS. THE CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES. CONTRACTOR IS TO MAINTAIN REQUIRED HORIZONTAL CLEARANCE FROM THE CENTERLINE OF EXISTING POWER LINES AS DETERMINED BY THE ELECTRICAL POWER COMPANY. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK UNDER THIS CONTRACT.
13. FLAGGERS SHALL BE REQUIRED AS NEEDED IN RIGHT OF WAYS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL AND OSHA SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
15. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS, THIS INCLUDES, BUT IS NOT LIMITED TO THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
16. IF ANY FIELD CONDITIONS PRECLUDE COMPLIANCE WITH THE DRAWINGS & OR CONDITIONS SPECIFIED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CONST. MGR & SHALL NOT PROCEED WITH ANY WORK THAT WOULD BE AFFECTED.

GENERAL CONSTRUCTION NOTES CONT:

17. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE A MINIMUM OF 5 YEARS OF TELECOM EXPERIENCE IN THE PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT THEY DO HAVE THE SUFFICIENT EXPERIENCE AND ABILITY, THAT THEY ARE PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF THIS PROJECT.
18. ALL HARDWARE MANUFACTURER'S ASSEMBLY INSTRUCTION SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
19. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWING ARE INTENDED TO AID CONTRACTOR.
20. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
21. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT WITHOUT WRITTEN AUTHORIZATION FROM OWNER, OWNERS REPRESENTATIVE OR ENGINEER.
22. THE CONTRACTOR SHALL NOTIFY THE TOWER OWNERS REPRESENTATIVE WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL THAT CONFLICT IS RESOLVED BY TOWER OWNERS REPRESENTATIVE.
23. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
24. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
25. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY SUBCONTRACTOR.
26. ALL MATERIALS AN WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
27. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) OFFICIAL.
28. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.
29. LOCATION OF EQUIPMENT, CONDUITS AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO ROUGH IN.
30. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
31. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
32. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES, CODES, REGULATIONS, INCLUDING OSHA, NCE, AISC, ACI AND ANSI/TIA/EIA-222.
33. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING STRUCTURES, UTILITIES, WALKWAYS, PAVEMENT AND OTHER FACILITIES FROM UNNECESSARY EXPOSURE TO DAMAGE; ALL NEW UNDERGROUND TRENCHING SHALL BE HAND DUG WHEN NECESSARY.
34. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES, PIPES, AND GROUND WIRES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. EXCAVATION IS TO BE CONDUCTED IN SUCH A MANNER THAT NO DAMAGE TO SAID FACILITIES IS LIKELY TO OCCUR.
35. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SAFETY AND IF NECESSARY THE REPAIR OF ALL PUBLIC UTILITIES SERVICES SUCH AS GAS, TELEPHONE, ELECTRIC CABLE AND WATER.
36. DO NOT INTERRUPT SERVICE TO ADJACENT STRUCTURES OR FACILITIES WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
37. EROSION CONTROL MEASURES SUCH AS SILT FENCING AND/OR HAY BALES SHALL BE UTILIZED TO PREVENT AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS AND AREAS.
38. COMMENCEMENT OF CONSTRUCTION SHALL BEGIN ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR OWNERS REPRESENTATIVE; ALL CONSTRUCTION AND MATERIAL ORDERING (WITH EXCEPTION OF THE TOWER) SHALL BE DONE WITH DRAWINGS LABELED ISSUED FOR CONSTRUCTION.
39. NO DUMPING SOILS ON SITE OR LEASE AREA. DEBRIS MUST BE HAULED OFF. NO BURNING OF TRASH ON SITE.
40. THE CONTRACTOR IS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS SHALL NOT EXCUSE THE CONTRACTOR FORM COMPLETING THE WORK IN ACCORDANCE WITH THE INTENT OF THE DRAWINGS, SO AS TO RESULT IN A SYSTEM THAT FUNCTIONS FULL AS INTENDED BY THE DRAWINGS.

GENERAL CONSTRUCTION NOTES CONT:

41. ALL SAFETY HAZARDS MUST BE MARKED WITH WARNING TAPE OR SAFETY FENCE.
42. NEW BUILD CONTRACT WILL INCLUDE LEVELED BUILDING PAD, ACCESS ROAD AND ENTRANCE GATES, AND EROSION CONTROL.
43. ANY ACCIDENTS ON SITE MUST BE REPORTED TO CLIENT WITHIN 2 HOURS OF THE EVENT.
44. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
45. THE SUBCONTRACTOR SHALL INSTALL OWNER OR ANY JURISDICTION AUTHORITY SIGNAGE, WARNING OR HAZARD AS REQUIRED.
46. SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY OTHER MATERIALS IN ACCORDANCE WITH LOCAL SPECIFICATIONS, AS REQUIRED BY LOCAL ORDINANCES.
47. THE CONTRACTOR SHALL MAINTAIN A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE, UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE OF THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
48. THE CONTRACTOR SHALL SUBMIT, AT THE END OF THE PROJECT, A COMPLETE SET OF "AS BUILT" DRAWINGS TO TOWER OWNERS PROJECT MANAGER.
49. THE CONTRACTOR MUST PROVIDE CLOSE OUT DOCUMENTS AT THE FINAL INSPECTION WALK BEFORE PAYMENTS WILL BE MADE.



VENDOR:

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:

SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
WEST MIDWEST CITY

SITE NUMBER:
OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:

| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |
| | | | |

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER: **GN1** PROJECT #: **OK1074** REVISION: **0**

BY: JWM CKD BY: JWM

10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final_Zoning_Drawings.dwg - Sheet:GN1 - User: brim.heimbach - Feb 26, 2018 9:25am

STRUCTURAL STEEL NOTES:

1. WORK INCLUDED:
 - A. THE WORK CONSISTS OF THE FABRICATION AND INSTALLATION OF ALL STRUCTURAL STEEL TO BE FURNISHED.
 1. ASTM: AMERICAN SOCIETY FOR TESTING AND MATERIALS.
 2. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", LRFD, 13TH EDITION.
 3. AWS: AMERICAN WELDING SOCIETY
2. MATERIALS: STRUCTURAL STEEL SHALL COMPLY WITH THE REQUIREMENTS OF ASTM A36, A50 EXCEPT STEEL PIPE WHICH SHALL MEET THE REQUIREMENTS OF ASTM A53, GRADE B. THIS SECTION DOES NOT GOVERN THE TOWER STEEL (PROPERTIES FOR TOWER STEEL TO BE DETERMINED BY TOWER SUPPLIER).
3. WELDING:
 - A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS, CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE UPON REQUEST.
 - B. WELDING ELECTRODES SHALL BE E70LH SERIES.
 - C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS, VISUAL INSPECTION IS ACCEPTABLE.
4. BOLTING:
 - A. BOLTS SHALL MEET THE REQUIREMENTS OF ASTM A325, AND SHALL BE HOT-DIPPED GALVANIZED (UNLESS NOTED OTHERWISE). NUTS SHALL BE HEAVY HEX TYPE (U.N.O.).
 - B. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE BEARING TYPE CONNECTIONS WITH THE THREADS EXCLUDED FROM THE SHEAR PLANE AND SHALL BE INSTALLED CONFORMING TO THE AISC "SNUG TIGHT" UNLESS OTHERWISE NOTED.
 - C. A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
 - D. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.
 - E. ALL ASSEMBLY AND ANCHOR BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN SECTION 8.1 OF THE AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", DATED JUNE 30, 2004.
 - F. FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
 - G. DO NOT OVER TORQUE ASSEMBLY BOLTS, GALVANIZING ON BOLTS, NUTS AND STEEL PARTS MAY ACT AS A LUBRICANT. THUS OVER TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK AND SNAP OFF.
 - H. PAL NUTS ARE TO BE INSTALLED AFTER NUTS ARE TIGHT AND WITH EDGE LIP OUT. PAL NUTS ARE NOT REQUIRED WHEN SEL-LOCKING NUTS ARE PROVIDED.
 - I. GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.
5. FABRICATION OF STEEL SHALL CONFORM TO THE AISC AND AWS STANDARDS AND CODES.
 - A. STRUCTURAL STEEL EXPOSED TO WEATHER SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PRIOR TO ASSEMBLY IN ACCORDANCE WITH ASTM-123 OR A-153, G90.
 - B. UPON COMPLETION OF ERECTION, INSPECT ALL GALVANIZED STEEL AND PAINT ANY FILED CUTS, WELDS OR GALVANIZED BREAKS WITH (2) COATS OF ZINC-RICH COLD GALVALUME PAINT.
6. EXECUTION:
 - A. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS), D1.1-2005 "STRUCTURAL WELDING CODE-STEEL".
 - B. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, LRFD, 13TH EDITION.
 - C. UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 1. STRUCTURAL STEEL, ASTM DESIGNATION A36.
 2. ALL BOLTS, ASTM A325 TYPE 1 GALVANIZED HIGH STRENGTH BOLTS.
 3. ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.
 4. ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.
 - D. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATION MANUAL FOR STEEL CONSTRUCTION, LRFD, 13TH EDITION.
 - E. HOLES SHALL NOT BE FLAME CUT THROUGH STEEL.
 - F. HOT-DIP GALVANIZE ALL ITEMS UNLESS OTHERWISE NOTED, AFTER FABRICATION WHERE PRACTICABLE. GALVANIZING: ASTM A123, ASTM, A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.
 - G. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED, WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS IN STICK OR PASTE: SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.


CONC. AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, U.N.O.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

| | |
|--|-----------|
| CONCRETE CAST AGAINST EARTH..... | 3 IN. |
| CONCRETE EXPOSED TO EARTH OR WEATHER: | |
| #6 AND LARGER..... | 2 IN. |
| #5 AND SMALLER & WWF..... | 1 1/2 IN. |
| CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND: | |
| SLAB AND WALLS..... | 3/4 IN. |
| BEAMS AND COLUMNS..... | 1 1/2 IN. |
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, U.N.O. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4. ALL EXPOSED EDGES SHALL BE RUBBED SMOOTH.
6. ALL EXPOSED CONCRETE SURFACES SHALL BE RUBBED SMOOTH AFTER REMOVAL OF FORMS.
7. A 6-MIL POLYETHYLENE VAPOR BARRIER SHALL BE INSTALLED BETWEEN GRADE AND FOUNDATION.



VENDOR:



at&t
Your World. Delivered.

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



Branch COMMUNICATIONS
A SOLUTIONS PROVIDER

BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:



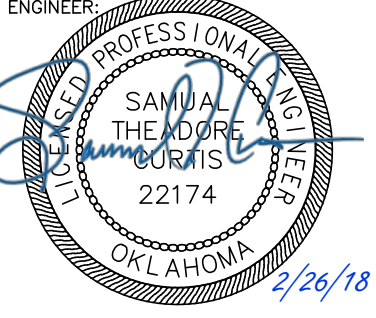
SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
WEST MIDWEST CITY

SITE NUMBER:
OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:



| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE:
GENERAL NOTES

| | | |
|-----------------------------|----------------------|-----------------------|
| SHEET NUMBER: GN2 | PROJECT #: OK1074 | REVISION: 0 |
| BY: JWM | CKD BY: JWM | |

10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final_Zoning_Drawings.dwg - Sheet:GN2 - User: brim.heimbach - Feb 26, 2018 9:25am



ANTENNA CABLE AND ACCESSORY NOTES AND REQUIREMENTS:

1. GENERAL: PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR RECEIVING, CONNECTIONS AT THE BASE TRANSMISSION SYSTEM (BTS). THIS SHALL INCLUDE ALL EQUIPMENTS SHOWN OR REQUIRED FOR A COMPLETE OPERATING SYSTEM, ANTENNA, ANTENNA CABLES, CONNECTORS, AND FITTING SHALL BE THIRD PARTY FURNISHED COMPONENTS AS SHOWN ON THE BILL OF MATERIALS
2. MATERIALS:
 - 2.1. ANTENNA CABLES: AS SCHEDULED
 - 2.2. ANTENNA CONNECTORS: AS SCHEDULED
 - 2.3. CABLE HANGERS: INSTALLED A MAXIMUM 4' SPACING
 - 2.4. GROUND KITS-AS SPECIFIED
3. INSTALLATION:
 - 3.1. ANTENNA CABLE LENGTHS SHALL BE FIELD MEASURED. INSTALLER SHALL NOTIFY AT&T PRIOR TO PURCHASE OF CABLES OF THE OVERALL LENGTH REQUIRED.
 - 3.2. CABLES SHALL BE LABELED IN ACCORDANCE WITH AT&T ELECTRICAL MATERIALS AND METHODS SPECIFICATIONS.
 - 3.3. ALL CABLE CONNECTIONS OUTSIDE SHALL BE COVERED WITH WEATHERPROOFING TAPE.
 - 3.4. THE MINIMUM BENDING RADIUS FOR ALL ANTENNA CABLES SHALL BE AS SHOWN BELOW OR PER THE MANUFACTURER, WHICHEVER IS MORE CONSERVATIVE:

| CABLE | IN AIR OR CABLE TRAY | IN CONDUIT |
|--------|----------------------|------------|
| 1/2" | 5" | 10" |
| 7/8" | 10" | 18" |
| 1 5/8" | 20" | 28" |
 - 3.5. CABLES SHALL BE INSTALLED WITH THE MINIMUM NUMBERS OF BENDS. CABLE SHALL NOT BE LEFT UN-TERMINATED IN THE FIELD.
 - 3.6. GROUND KITS- AFTER INSTALLATION OF GROUND STRAPS, THE CONNECTIONS SHALL BE MADE WEATHER TIGHT USING WEATHERPROOF KITS AS IDENTIFIED ABOVE. GROUND PIGTAILS SHALL BE BROUGHT OUT IN THE DOWNWARD DIRECTION FROM THE CONNECTION TO THE ANTENNA CABLE WITHOUT ANY SHARP BENDS (MINIMUM RADIUS 10") AND CONNECTION SHALL BE MADE TO GROUNDING SYSTEM.

VENDOR:

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:

SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
WEST MIDWEST CITY

SITE NUMBER:
OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

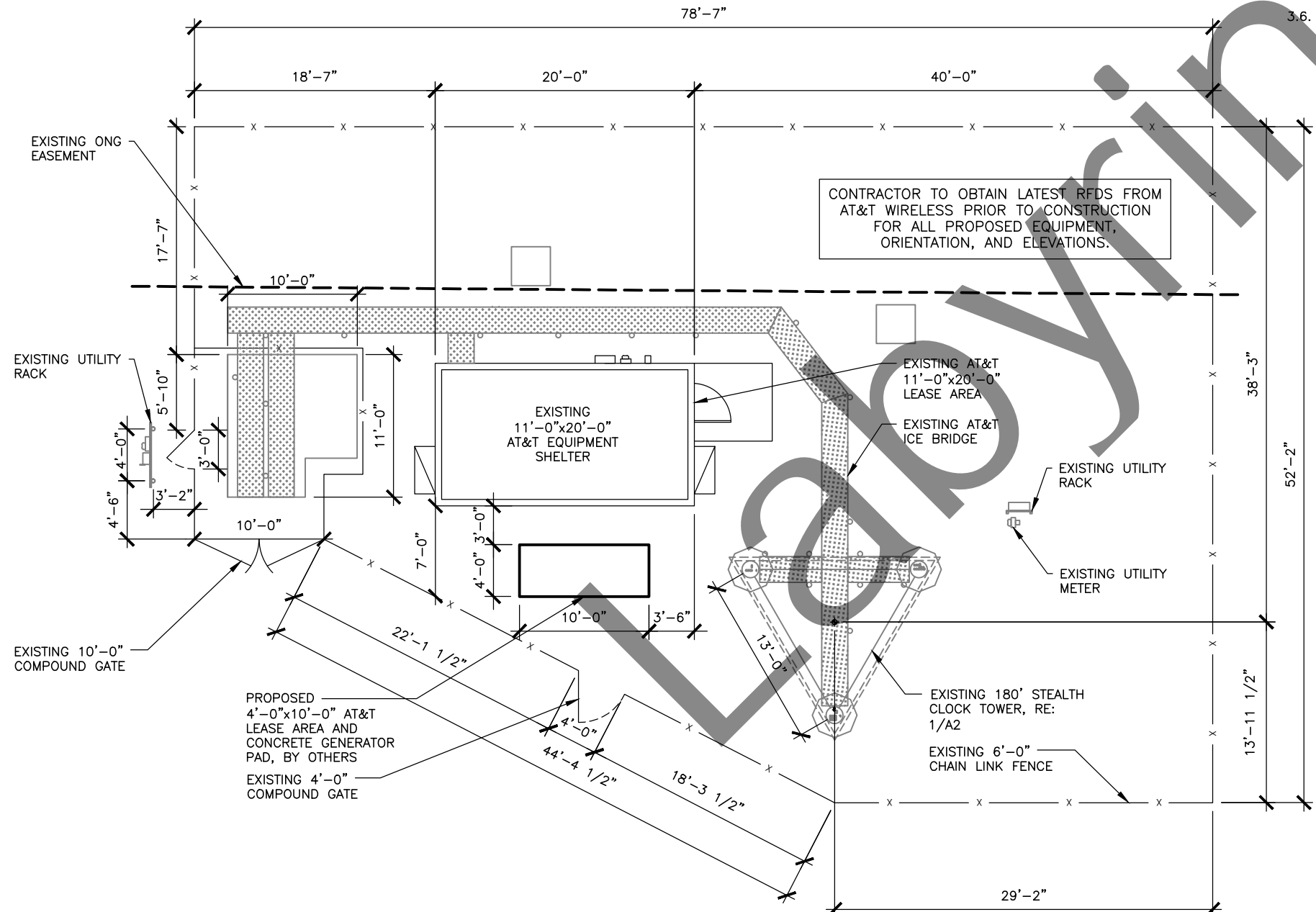
ENGINEER:

| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER: **A1** PROJECT #: **OK1074** REVISION: **0**

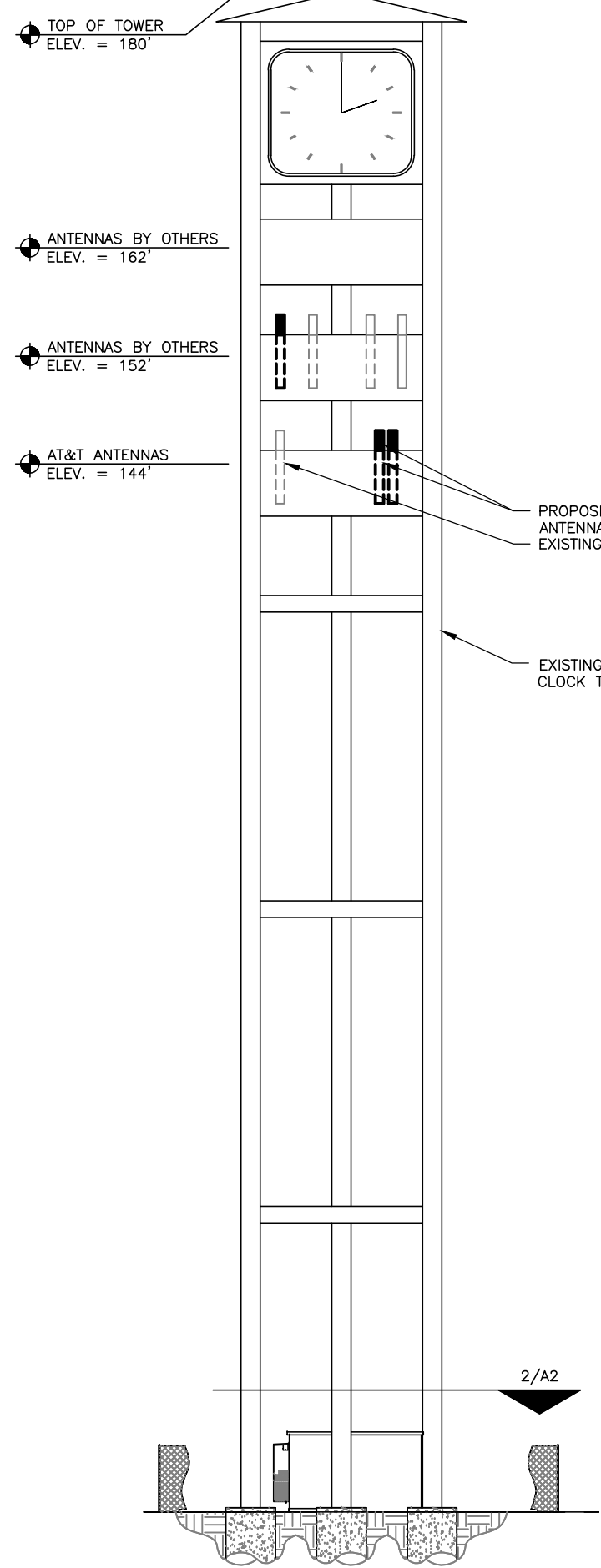
BY: JWM CKD BY: JWM



1 COMPOUND PLAN

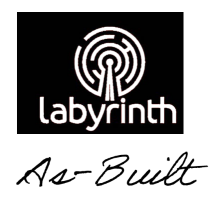


10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final.Zoning.Drawings.dwg - Sheet:A1 - User: brian.heimbach - Feb. 26, 2018 - 9:25am



THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS. (TOWER BY OTHERS)

CONTRACTOR TO OBTAIN LATEST RFDS FROM AT&T WIRELESS PRIOR TO CONSTRUCTION FOR ALL PROPOSED EQUIPMENT, ORIENTATION, AND ELEVATIONS.



VENDOR:

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

BRANCH COMMUNICATIONS
A SOLUTIONS PROVIDER
BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:

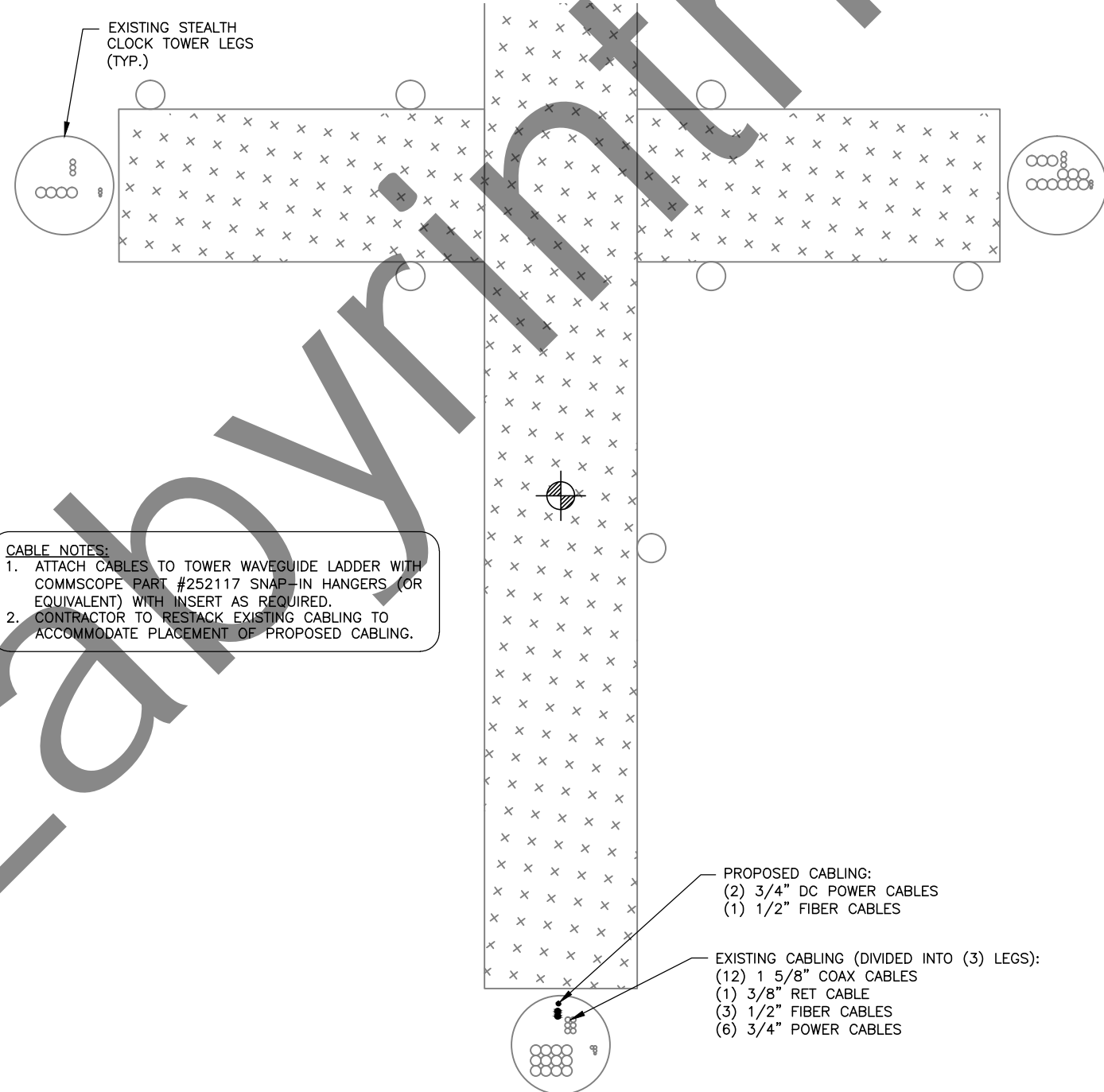
SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
WEST MIDWEST CITY

SITE NUMBER:
OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:



CABLE NOTES:
1. ATTACH CABLES TO TOWER WAVEGUIDE LADDER WITH COMMSCOPE PART #252117 SNAP-IN HANGERS (OR EQUIVALENT) WITH INSERT AS REQUIRED.
2. CONTRACTOR TO RESTACK EXISTING CABLING TO ACCOMMODATE PLACEMENT OF PROPOSED CABLING.

PROPOSED CABLING:
(2) 3/4" DC POWER CABLES
(1) 1/2" FIBER CABLES

EXISTING CABLING (DIVIDED INTO (3) LEGS):
(12) 1 5/8" COAX CABLES
(1) 3/8" RET CABLE
(3) 1/2" FIBER CABLES
(6) 3/4" POWER CABLES

1 TOWER ELEVATION
SCALE: N.T.S.

2 TRANSMISSION LINE DIAGRAM
SCALE: N.T.S.

| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE:
TOWER ELEVATION, ORIENTATION & DETAILS

SHEET NUMBER: **A2** PROJECT #: **OK1074** REVISION: **0**

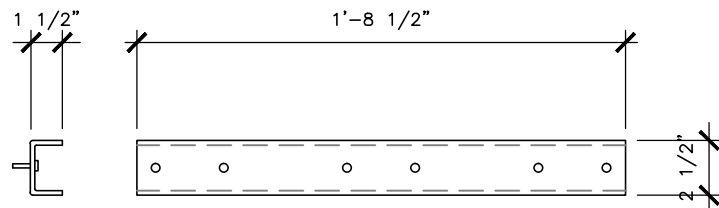
BY: JWM CKD BY: JWM

10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final.Zoning.Drawings.dwg - Sheet:A2 - User: brian.heimbach - Feb. 26, 2018 - 9:25am

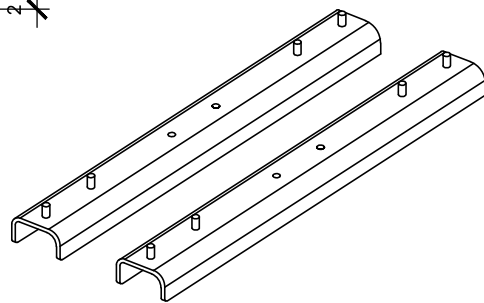
KATHREIN 85010087 PANEL MOUNTING KIT

DIMENSIONS HxWxD in (mm):
1.34"x20.354"x2.84" (34x517x58mm)

WEIGHT:
3.3 KG



PROPOSED 9'-0" PIPE

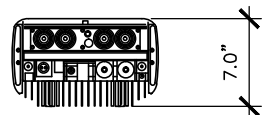
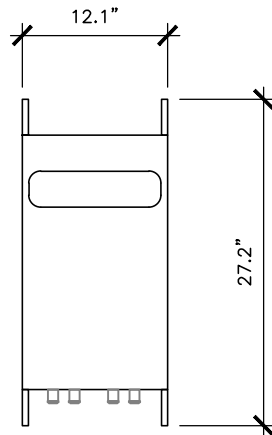


1 KATHREIN 85010087 ANTENNA MOUNT SYSTEM
SCALE: N.T.S.

ERICSSON RRUS-32 B66

DIMENSIONS HxWxD in (mm):
27.2"x12.1"x7.0" (690x306x178mm)

WEIGHT:
53 lbs

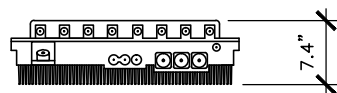
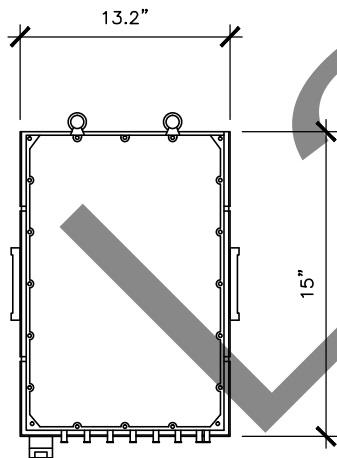


4 ERICSSON RRUS-32 B66 DETAIL
SCALE: N.T.S.

ERICSSON RRU4478 B14

DIMENSIONS HxWxD:
15"x13.2"x7.4"

WEIGHT:
60 lbs



5 ERICSSON RRU4478 B14 DETAIL
SCALE: N.T.S.

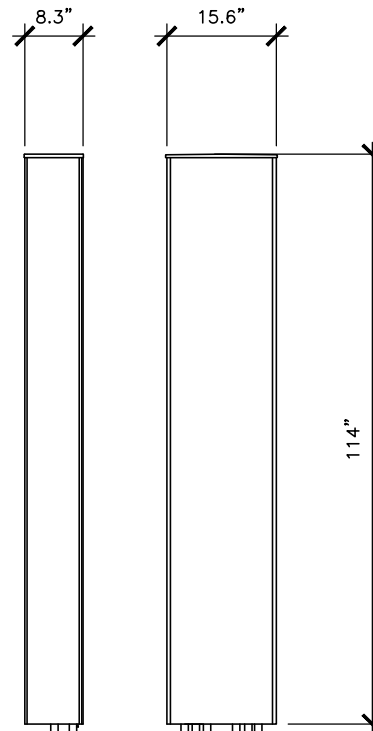
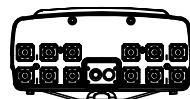
KATHREIN 800 10799

RADOME MATERIAL:
PVC, UV RESISTANT

RADOME COLOR:
LIGHT GRAY

DIMENSIONS HxWxD in (mm):
114"x15.6"x8.3"
(2896x397x212mm)

WEIGHT:
112.9 lbs



6 80010799 ANTENNA DETAIL
SCALE: N.T.S.

2 3/8" O.D. PIPE

PROPOSED AT&T ANTENNA

1/2" COAX JUMPERS
FROM RRU TO ANTENNA

JUMPER SUPPORT
STAND-OFF WITH
CUSHION HANGERS OR
STEEL BRACKET WITH
SNAP-IN HANGER

FIBER JUMPER TO SQUID

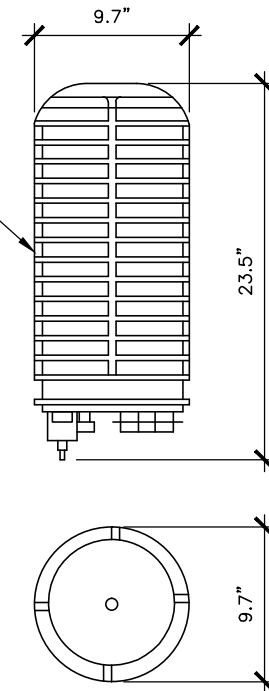
#6 AWG GREEN INSULATED
GROUND CABLE FROM RRU
TO GROUND BAR

RRU

RAYCAP
DC6-48-60-18-8F DC
SURGE SUPPRESSION
SOLUTION SYSTEM



As-Built



3 SURGE UNIT DETAIL
SCALE: N.T.S.

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC.
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:

WEST MIDWEST CITY

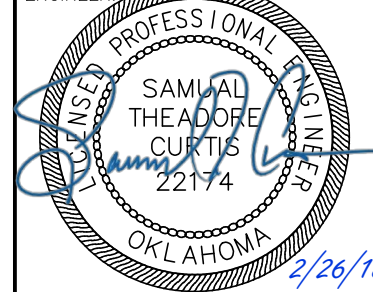
SITE NUMBER:

OK1074

SITE ADDRESS:

300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:



| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE:

**ANTENNA AND
EQUIPMENT DETAILS**

SHEET NUMBER: PROJECT #: REVISION:

A3 BY: JWM CKD BY: JWM **0**



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch, City Attorney

Date: September 24, 2024

RE: Discussion, consideration and possible action of amending an ordinance to the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-12, Place of city council meetings; invitation; providing for a repealer and severability. (D. Maisch – City Attorney).

The proposed amendments to Chapter 2, Administration, updates the language in Section 2-12 to allow for either special or emergency meetings to occur in locations other than the City Council Chambers and not require an underlining emergency. Such meetings may necessitate meeting in other locations due to circumstances.

The Ordinance Review Committee did not review these amendments. Approval is at the discretion of the City Council

Respectfully submitted,

Donald D. Maisch, City Attorney

1
2
3
4
5
6
7
8
9
10
11

SARA HANCOCK, City Clerk

Approved as to form and legality this ____ day of _____, 2024.

DONALD D. MAISCH, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

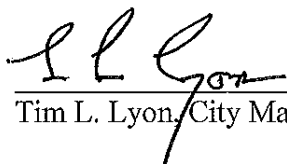
TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: September 24, 2024

SUBJECT: Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding the Hill Arbitration and 2) authorizing the City Manager to take action as appropriate based on discussion.

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



FURTHER INFORMATION





Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcityok.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: September 24, 2024
SUBJECT: Review of the City Manager's Report for the month of August 2024.

The funds in August that experienced a significant change in fund balance from the July report are as follows:

| | |
|---|---------------|
| 2018 Election G.O. Bond (270) decreased because of the payments for: | |
| Various Capital Outlay | <\$1,101,845> |
| MWC Hospital Authority (425) activities for August: | |
| Compounded Principal (9010) - unrealized gain on investment | \$1,741,223 |
| Discretionary (9050) - unrealized gain on investment | \$919,282 |

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending August, 2024

(Unaudited)

| Fund Number | Fund Description | Assets | Liabilities | 6/30/2024 Fund Balance | Revenues | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|------------|-------------|------------------------|-----------|--------------|----------------|--------------|
| 9 | GENERAL GOVERNMENT SALES TAX | 10,692,296 | (317) | 10,602,218 | 583,097 | (493,336) | 89,762 | 10,691,980 |
| 10 | GENERAL | 14,472,044 | (155,116) | 14,566,328 | 7,604,174 | (7,853,575) | (249,401) | 14,316,927 |
| 13 | STREET AND ALLEY FUND | 1,941,482 | - | 1,905,991 | 78,636 | (43,145) | 35,491 | 1,941,482 |
| 14 | TECHNOLOGY FUND | 715,942 | - | 702,378 | 45,483 | (31,919) | 13,564 | 715,942 |
| 15 | STREET LIGHT FEE | 893,430 | - | 926,093 | 105,142 | (137,805) | (32,663) | 893,430 |
| 16 | REIMBURSED PROJECTS | 1,942,616 | (1,600) | 1,830,255 | 224,879 | (114,118) | 110,761 | 1,941,016 |
| 20 | MWC POLICE DEPARTMENT | 15,814,108 | (4,092) | 15,755,687 | 3,322,860 | (3,268,531) | 54,329 | 15,810,016 |
| 21 | POLICE CAPITALIZATION | 2,321,674 | (596) | 2,042,168 | 352,612 | (73,703) | 278,909 | 2,321,078 |
| 25 | JUVENILE FUND | 113,750 | - | 107,039 | 12,462 | (5,750) | 6,711 | 113,750 |
| 30 | POLICE STATE SEIZURES | 121,961 | - | 122,201 | 801 | (1,041) | (240) | 121,961 |
| 31 | SPECIAL POLICE PROJECTS | 84,781 | - | 79,275 | 5,555 | (48) | 5,507 | 84,781 |
| 35 | EMPLOYEE ACTIVITY FUND | 9,686 | - | 11,482 | 928 | (2,724) | (1,796) | 9,686 |
| 36 | JAIL | 250,986 | - | 239,506 | 25,477 | (13,998) | 11,479 | 250,986 |
| 37 | POLICE IMPOUND FEE | 146,291 | - | 142,752 | 8,755 | (5,215) | 3,540 | 146,291 |
| 40 | MWC FIRE DEPARTMENT | 10,301,401 | (4) | 10,248,563 | 2,550,832 | (2,497,997) | 52,834 | 10,301,397 |
| 41 | FIRE CAPITALIZATION | 2,937,542 | - | 2,805,222 | 132,320 | - | 132,320 | 2,937,542 |
| 45 | MWC WELCOME CENTER | 623,149 | - | 610,847 | 47,331 | (35,030) | 12,301 | 623,149 |
| 46 | CONV / VISITORS BUREAU | 768,718 | - | 727,189 | 85,702 | (44,172) | 41,529 | 768,718 |
| 60 | CAPITAL DRAINAGE IMP | 466,612 | - | 458,571 | 81,998 | (73,958) | 8,041 | 466,612 |
| 61 | STORM WATER QUALITY | 1,670,253 | - | 1,664,376 | 155,548 | (149,671) | 5,877 | 1,670,253 |
| 65 | STREET TAX FUND | 2,518,235 | - | 2,497,454 | 112,072 | (91,290) | 20,782 | 2,518,235 |
| 70 | EMERGENCY OPER FUND | 1,693,061 | - | 1,636,319 | 179,592 | (122,850) | 56,742 | 1,693,061 |
| 75 | PUBLIC WORKS ADMIN | 1,131,633 | - | 1,178,989 | 244,653 | (292,009) | (47,356) | 1,131,633 |
| 80 | INTERSERVICE FUND | 534,439 | - | 499,625 | 565,844 | (531,029) | 34,814 | 534,439 |
| 81 | SURPLUS PROPERTY | 776,352 | (595,765) | 173,682 | 12,952 | (6,048) | 6,904 | 180,587 |
| 115 | ACTIVITY FUND | 535,308 | (3,246) | 533,225 | 37,154 | (38,318) | (1,164) | 532,061 |
| 123 | PARK & RECREATION | 2,669,052 | (12,764) | 2,355,834 | 336,842 | (36,388) | 300,454 | 2,656,288 |
| 141 | COMM. DEV. BLOCK GRANT | 6,029 | - | 6,029 | 98,946 | (98,946) | - | 6,029 |
| 142 | GRANTS/HOUSING ACTIVITIES | 179,192 | - | 173,118 | 17,087 | (11,014) | 6,074 | 179,192 |
| 143 | GRANT FUNDS | 81,313 | (21,313) | 84,944 | 153,318 | (178,262) | (24,944) | 60,000 |
| 157 | CAPITAL IMPROVEMENTS | 6,203,812 | (190,094) | 5,911,177 | 852,585 | (750,045) | 102,541 | 6,013,718 |
| 172 | CAP. WATER IMP-WALKER | 2,829,265 | - | 2,826,592 | 150,160 | (147,486) | 2,673 | 2,829,265 |

City of Midwest City
Financial Summary by Fund
for Period Ending August, 2024

(Unaudited)

| Fund Number | Fund Description | Assets | Liabilities | 6/30/2024 Fund Balance | Revenues | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|--------------------|---------------------|------------------------|-------------------|---------------------|------------------|--------------------|
| 178 | CONST LOAN PAYMENT REV | 5,283,599 | (10,247) | 5,028,768 | 297,259 | (52,674) | 244,585 | 5,273,352 |
| 184 | SEWER BACKUP FUND | 92,365 | - | 78,534 | 13,832 | - | 13,832 | 92,365 |
| 186 | SEWER CONSTRUCTION | 3,329,337 | - | 3,068,800 | 260,537 | - | 260,537 | 3,329,337 |
| 187 | UTILITY SERVICES | 1,186,012 | (924) | 1,170,665 | 187,694 | (173,271) | 14,423 | 1,185,088 |
| 188 | CAP. SEWER IMP.-STROTH | 2,270,661 | - | 2,160,141 | 145,197 | (34,677) | 110,520 | 2,270,661 |
| 189 | UTILITIES CAPITAL OUTLAY | 3,151,038 | (104,910) | 2,988,498 | 57,631 | - | 57,631 | 3,046,128 |
| 190 | MWC SANITATION DEPARTMENT | 7,869,201 | - | 7,561,319 | 1,589,669 | (1,281,787) | 307,882 | 7,869,201 |
| 191 | MWC WATER DEPARTMENT | 8,547,430 | (3,081,730) | 5,002,695 | 1,955,266 | (1,492,260) | 463,005 | 5,465,701 |
| 192 | MWC SEWER DEPARTMENT | 5,841,117 | (61) | 6,036,177 | 1,564,377 | (1,759,497) | (195,120) | 5,841,056 |
| 193 | MWC UTILITIES AUTHORITY | 1,350,026 | - | 1,342,942 | 7,084 | - | 7,084 | 1,350,026 |
| 194 | DOWNTOWN REDEVELOPMENT | 491,724 | (1,172) | 505,281 | 3,272 | (18,000) | (14,728) | 490,552 |
| 195 | HOTEL/CONFERENCE CENTER | 663,566 | (1,204,117) | (410,137) | 585,507 | (715,922) | (130,414) | (540,551) |
| 196 | HOTEL 4% FF&E | 841,905 | - | 868,516 | 23,389 | (50,000) | (26,611) | 841,905 |
| 197 | JOHN CONRAD REGIONAL GOLF | 1,346,104 | (5,811) | 1,219,818 | 424,885 | (304,410) | 120,475 | 1,340,293 |
| 201 | URBAN RENEWAL AUTHORITY | 164,948 | - | 163,889 | 1,079 | (20) | 1,059 | 164,948 |
| 202 | RISK MANAGEMENT | 702,714 | (37) | 1,572,367 | 273,293 | (1,142,982) | (869,689) | 702,678 |
| 204 | WORKERS COMP | 3,369,324 | - | 3,410,296 | 196,284 | (237,257) | (40,972) | 3,369,324 |
| 220 | ANIMALS BEST FRIEND | 128,094 | (2,000) | 129,659 | 15,151 | (18,715) | (3,564) | 126,094 |
| 225 | HOTEL MOTEL FUND | - | - | - | 144,133 | (144,133) | - | - |
| 230 | CUSTOMER DEPOSITS | 1,545,431 | (1,545,431) | - | 10,168 | (10,168) | - | - |
| 235 | MUNICIPAL COURT | 88,405 | (88,405) | - | 597 | (597) | - | - |
| 240 | L & H BENEFITS | 3,129,074 | (76,234) | 2,346,380 | 2,339,081 | (1,632,622) | 706,459 | 3,052,840 |
| 250 | CAPITAL IMP REV BOND | 1,819,096 | (28,888,904) | (27,223,481) | 1,865,061 | (1,711,388) | 153,673 | (27,069,808) |
| 269 | 2002 G.O. STREET BOND | 46,689 | - | 47,057 | 303 | (671) | (368) | 46,689 |
| 270 | 2018 ELECTION G.O. BOND | 4,332,952 | - | 5,405,521 | 50,821 | (1,123,390) | (1,072,569) | 4,332,952 |
| 271 | 2018 G.O. BONDS PROPRIETARY | 433,626 | (121,172) | 309,618 | 2,836 | - | 2,836 | 312,455 |
| 272 | 2022 ISSUE G.O. BOND | 980,213 | - | 1,034,513 | 6,447 | (60,747) | (54,301) | 980,213 |
| 310 | DISASTER RELIEF | 8,138,738 | (196,589) | 7,899,043 | 79,893 | (36,787) | 43,106 | 7,942,149 |
| 340 | REVENUE BOND SINKING FUND | - | - | - | 427,847 | (427,847) | - | - |
| 350 | G. O. DEBT SERVICES | 2,879,934 | (14,576) | 2,881,644 | 55,959 | (72,244) | (16,286) | 2,865,359 |
| 352 | SOONER ROSE TIF | 1,673,735 | - | 1,509,975 | 167,260 | (3,500) | 163,760 | 1,673,735 |
| 353 | ECONOMIC DEV AUTHORITY | 59,497,652 | (50,346,287) | 9,405,167 | 305,093 | (558,894) | (253,801) | 9,151,365 |
| 354 | NORTHSIDE TIF | 278,549 | (267,076) | 9,651 | 1,822 | - | 1,822 | 11,473 |
| 425-9010 | MWC HOSP AUTH-COMP PRINCIPAL | 113,593,948 | (4,572) | 113,169,594 | 2,774,851 | (2,355,070) | 419,782 | 113,589,376 |
| 425-9050 | MWC HOSP AUTH-DISCRETIONARY | 32,461,445 | (1,321) | 29,569,417 | 3,063,523 | (172,815) | 2,890,708 | 32,460,125 |
| 425-9060 | MWC HOSP IN LIEU OF/ROR/MISC | 10,607,982 | (30,113) | 10,652,130 | 5,033 | (79,294) | (74,261) | 10,577,869 |
| 425-9080 | MWC HOSP AUTH GRANTS | 746,217 | - | 180,068 | 566,148 | - | 566,148 | 746,216 |
| | TOTAL | 374,329,261 | (86,976,596) | 282,519,652 | 37,654,074 | (32,821,057) | 4,833,016 | 287,352,668 |

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

August 6th 2024 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on August 6th, 2024 at 5:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Dean Hinton
 Jim Smith
 Dee Collins
 Rick Rice
 Rick Dawkins

Commissioners absent:

Staff present: Matthew Summers, Planning and Zoning Director
 Emily Richey, Current Planning Manager
 Tami Anderson, Administrative Assistant
 Patrick Menefee, City Engineer
 Cameron Veal, Associate Current Planner
 Don Maisch, City Attorney

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 5:02 p.m.

B. MINUTES

1. A motion was made by Rick Dawkins seconded by Jess Huskey, to approve the minutes of the July 2nd, 2024 Planning Commission meeting as presented.
Voting aye: R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.
Nay: none.
Motion carried.

C. NEW MATTERS

1. PC-2181) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Glenhaven Commercial for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

A motion was made by Jess Huskey, seconded by Dee Collins to table this item to the September 3rd meeting.

Voting aye: R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.

Nay: None.

Motion Carried.

2. (PC-2182) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Glenhaven for the property described as a tract of land lying in the Southwest Quarter

(SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

A motion was made by Rick Rice, seconded by Jess Huskey to table this item to the September 3rd meeting.

Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.

Nay: None.

Motion Carried.

3. (PC-2183) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to High Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District ("R-6") to High Density Residential District ("R-HD"), for the property described as a part of the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1905 & 1919 N. Douglas Blvd., Midwest City.

Emily Richey – Current Planning Manager, presented the staff report.

There was general discussion amongst the Commission.

The applicant, Brad Schwab, Cornerstone Housing Group, LLC - 209 S. 19th St. was present and addressed the Commission.

Darryl Ljunghammar – 8720 NE 17th St, spoke in opposition to the proposed amendment and redistricting. He shared that he and many of his neighbors moved into the neighborhood for rural environment, and that they didn't want to lose that due to the construction of the proposed apartments. Also shared concerns about increased traffic, noise, and pollution that could occur due to increased density created by proposed apartments. He then shared to the Commission that they had collected 13 signatures with a 300-ft radius of the subject property, and that they would be trying to collect more in time for the City Council meeting.

Chairperson Smith reminded the public that this item would go to City Council regardless of the Planning Commission's recommendation.

Tom Hunt -8816 NE 17th St. spoke in opposition to the proposed amendment and redistricting. He shared concerns about the increase in foot traffic that would come with the new development, as future residents may not own cars. He expressed concerns about the street capacity of NE 17th Street, stating that is currently only wide enough for two vehicles. There were questions about the effectiveness of proposed visual barriers for three-story buildings and concerns about potential light pollution caused by parking lot lighting. He also shared doubts about the current infrastructure's ability to handle increased traffic, citing a recent fatality at the intersection of 17th Street and Spencer Road as an example of current safety issues.

Sherry Pitts – 8801 NE 17th St. spoke in opposition to the proposed amendment and redistricting. She shared concerns about the safety of animals that are owned within the neighborhood, especially if the number of children or young adults in this area increases due to the proposed development. She also shared that this area should be owned and occupied by homeowners, as opposed to the constant moving that may come with apartment housing.

Pat Conway – 1127 N. Douglas Blvd. He shared that he owns two properties on 16th St., and he has

experienced multiple incidents of vandalism and theft around his place of residence and does not want that to happen to his properties on 16th St.

Jess Huskey shared that he has an issue with a development that brings in a style of living that is drastically different than what the residents are used to, and that he will be voting against the item.

A motion was made by Dean Hinton, seconded by Jim Smith to recommend approval of this item.
Voting aye R. Smith, Hinton, J. Smith, Collins, and R. Rice
Nay: Huskey and R. Dawkins
Motion Carried.

Emily Richey informed the public that they need to send their list of signatures to her no less than three days prior to the City Council meeting so that they could be verified.

4. Discussion, consideration, and possible action of appointing a representative of the Planning Commission to the City of Midwest City ADA Transition Plan Committee.

There was general discussion amongst the Commission

A motion was made by Rick Rice, seconded by Jess Huskey to approve the appointment of Dean Hinton as the Planning Commission's representative on the City of Midwest City ADA Transition Plan Committee.
Voting aye R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.
Nay: None.
Motion Carried.

D. COMMISSION DISCUSSION:

1. Chairperson Smith asked when the opening of American Glass would be. Emily Richey informed Commission that it would be open in mid/late fall, and that the sewer moratorium had been lifted by City Council.

E. PUBLIC DISCUSSION:

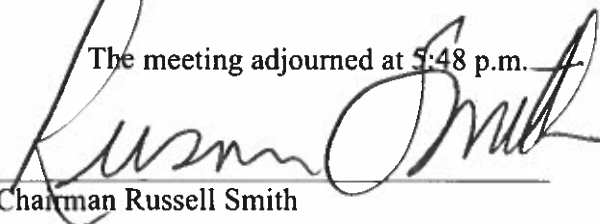
F. FURTHER INFORMATION:

1. Tabled items will be discussed on at the next Planning Commission meeting on September 3, 2024 at 5pm
2. Other items will go before City Council on August 27, 2024

G. ADJOURNMENT:

A motion to adjourn was made by Dee Collins, Seconded by Jess Huskey.
Voting aye: R. Smith, Huskey, Hinton, J. Smith, Collins, R. Rice and R. Dawkins.
Nay: None.
Motion Carried.

The meeting adjourned at 5:48 p.m.



Chairman Russell Smith



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: September 24, 2024

RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of August 2024, which is the second (2) period of FY 2024/2025.

Troy Bradley, Human Resources Director

| FISCAL YEAR 2024-2025 | Jul-24 | Aug-24 | Sep-24 | Oct-24 | Nov-24 | Dec-24 | Jan-25 | Feb-25 | Mar-25 | Apr-25 | May-25 | Jun-25 |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| PLAN INCOME | | | | | | | | | | | | |
| Projected Budgeted (MTD) | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 | 963,681 |
| Actual (MTD) | 1,438,404 | 897,547 | | | | | | | | | | |
| Projected Budgeted (YTD) | 963,681 | 1,927,362 | 2,891,043 | 3,854,724 | 4,818,405 | 5,782,086 | 6,745,767 | 7,709,448 | 8,673,129 | 9,636,810 | 10,600,491 | 11,564,172 |
| Actual (YTD) | 1,438,404 | 2,402,085 | | | | | | | | | | |
| PLAN CLAIMS/ADMIN COSTS | | | | | | | | | | | | |
| Projected Budgeted (MTD) | 1,066,931 | 853,545 | 1,066,931 | 853,545 | 853,545 | 1,066,931 | 853,545 | 853,545 | 1,066,931 | 853,545 | 853,545 | 1,066,931 |
| Actual (MTD) | 739,422 | 896,199 | | | | | | | | | | |
| Projected Budgeted (YTD) | 1,066,931 | 1,920,476 | 2,987,407 | 3,840,952 | 4,694,497 | 5,761,428 | 6,614,973 | 7,468,518 | 8,535,449 | 9,388,994 | 10,242,539 | 11,309,470 |
| Actual (YTD) | 739,422 | 1,635,621 | | | | | | | | | | |
| EXCESS INCOME vs. EXPENDITURES | | | | | | | | | | | | |
| Projected Budgeted (MTD) | -103,250 | 110,136 | -103,250 | 110,136 | 110,136 | -103,250 | 110,136 | 110,136 | -103,250 | 110,136 | 110,136 | -103,250 |
| Actual (MTD) | 698,982 | 1,348 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Projected Budgeted (YTD) | -103,250 | 6,886 | -96,364 | 13,772 | 123,908 | 20,658 | 130,794 | 240,930 | 137,680 | 247,816 | 357,952 | 254,702 |
| Actual (YTD) | 698,982 | 766,464 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| FISCAL YEAR 2023-2024 | | | | | | | | | | | | |
| PLAN INCOME | | | | | | | | | | | | |
| Projected Budgeted (MTD) | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 | 908,962 |
| Actual (MTD) | 842,448 | 830,192 | 859,381 | 837,643 | 1,121,966 | 605,683 | 925,894 | 819,806 | 872,511 | 868,550 | 872,489 | 864,639 |
| Projected Budgeted (YTD) | 908,962 | 1,817,924 | 2,726,886 | 3,635,848 | 4,544,810 | 5,453,772 | 6,362,734 | 7,271,696 | 8,180,658 | 9,089,620 | 9,998,582 | 10,907,544 |
| Actual (YTD) | 842,448 | 1,672,640 | 2,532,021 | 3,369,664 | 4,491,630 | 5,097,313 | 6,023,207 | 6,843,013 | 7,715,524 | 8,584,074 | 9,456,563 | 10,321,202 |
| PLAN CLAIMS/ADMIN COSTS | | | | | | | | | | | | |
| Projected Budgeted (MTD) | 1,006,148 | 804,918 | 804,918 | 1,006,148 | 804,918 | 804,918 | 1,006,148 | 804,918 | 804,918 | 1,006,148 | 804,918 | 804,918 |
| Actual (MTD) | 955,777 | 772,922 | 874,065 | 858,857 | 1,012,243 | 778,430 | 1,122,190 | 803,629 | 753,491 | 849,456 | 802,326 | 961,942 |
| Projected Budgeted (YTD) | 1,006,148 | 1,811,066 | 2,615,984 | 3,622,132 | 4,427,050 | 5,231,968 | 6,238,116 | 7,043,034 | 7,847,952 | 8,854,100 | 9,659,018 | 10,463,936 |
| Actual (YTD) | 955,777 | 1,728,699 | 2,602,764 | 3,461,621 | 4,473,864 | 5,252,294 | 6,374,484 | 7,178,113 | 7,931,604 | 8,781,060 | 9,583,386 | 10,545,328 |
| EXCESS INCOME vs. EXPENDITURES | | | | | | | | | | | | |
| Projected Budgeted (MTD) | -97,186 | 104,044 | 104,044 | -97,186 | 104,044 | 104,044 | -97,186 | 104,044 | 104,044 | -97,186 | 104,044 | 104,044 |
| Actual (MTD) | -113,329 | 57,270 | -14,684 | -21,214 | 109,723 | -172,747 | -196,296 | 16,177 | 119,020 | 19,094 | 70,163 | -97,303 |
| Projected Budgeted (YTD) | -97,186 | 6,858 | 110,902 | 13,716 | 117,760 | 221,804 | 124,618 | 228,662 | 332,706 | 235,520 | 339,564 | 443,608 |
| Actual (YTD) | -113,329 | -56,059 | -70,743 | -91,957 | 17,766 | -154,981 | -351,277 | -335,100 | -216,080 | -196,986 | -126,823 | -224,126 |

August 2/FY 2025: \$3,041,444
 August 2/FY 2024: \$2,509,184
 August 2/FY 2023: \$2,351,523
 August 2/FY 2022: \$1,536,921

*** HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS PAID***
 July 2024 includes a 500,000 transfer in from other funds



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : September 24, 2024

SUBJECT : Monthly Residential and Commercial Building report for August 2024

Attached is the monthly building report. This report is used by multiple parties to track permits on an ongoing basis.

Internally, we use this permit to forecast workload on our staff.

Nationally, the trend is for new housing permits to be down year over year because of the elevated financing cost and the high cost of building materials. This is echoed regionally and in the metro with numerous other Cities seeing similar trends.

If there are any questions, please let me know.

Sincerely,

Brandon Bundy, P.E.,
Director of Engineering and Construction Services



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 8/1/2024 to 8/31/2024

Building - Commercial & Industrial

| <u>Count</u> | <u>Permit Type</u> | <u>Value</u> |
|---|----------------------------------|-------------------|
| 11 | Com Fence Permit | \$480,520.00 |
| 2 | Com New Certificate of Occupancy | \$100.00 |
| 1 | Com New Const Bldg Permit | \$272,000.00 |
| 2 | Com New Const Plumbing Permit | |
| 2 | Com Remodel Bldg Permit | \$30,500.00 |
| 3 | Com Sign Permit | \$22,523.31 |
| Total Value of Building - Commercial & Industrial: | | 805,643.31 |

Building - Residential

| <u>Count</u> | <u>Permit Type</u> | <u>Value</u> |
|---|--|---------------------|
| 7 | Res Accessory Bldg Permit | \$20,000.00 |
| 2 | Res Carport Permit | \$5,500.00 |
| 1 | Res Demolition Permit | \$0.00 |
| 6 | Res Fence Permit | \$17,180.00 |
| 1 | Res General Plumbing Permit | |
| 1 | Res New Const Electrical Permit | |
| 7 | Res New Const Mechanical Permit | |
| 1 | Res New Const Plumbing Permit | |
| 46 | Res Roofing Permit | \$581,539.00 |
| 2 | Res Single-Fam New Const Bldg Permit | \$366,000.00 |
| 5 | Res Single-Fam Remodel Building Permit | \$196,865.00 |
| 3 | Res Solar Permit | \$62,881.00 |
| 2 | Res Storm Shelter Permit | \$10,700.00 |
| Total Value of Building - Residential: | | 1,260,665.00 |

Grand Total: \$2,066,308.31



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 8/1/2024 to 8/31/2024

Building - Commercial & Industrial

Com Fence Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------------------|------------------|---------------|---------------------|
| 8/1/24 | 701 JET DR, MWC, OK, 73110 | Brandon Riley | B-24-1903 | \$1,800.00 |
| 8/1/24 | 701 JET DR, MWC, OK, 73110 | Brandon Riley | B-24-1903 | \$1,800.00 |
| 8/6/24 | 2211 AMERICA AVE, 73141 | GODAIR, JAKE | B-24-1990 | \$70,000.00 |
| 8/19/24 | 10011 SE 15TH ST | Dale Quigley | B-24-2098 | \$18,720.00 |
| 8/26/24 | 1609 FELIX PL, MIDWEST CITY, OK, | scott taff | B-24-1820 | \$40,000.00 |
| 8/26/24 | 213 ELM ST, MWC, OK, 73110 | scott taff | B-24-1819 | \$75,000.00 |
| 8/26/24 | 3301 SUNVALLEY DR, MWC, OK, 73110 | scott taff | B-24-1818 | \$50,000.00 |
| 8/26/24 | 137 W RIDGEWOOD DR, MWC, OK, 73110 | scott taff | B-24-1817 | \$50,000.00 |
| 8/26/24 | 2515 S POST RD, MIDWEST CITY, OK, | scott taff | B-24-1824 | \$75,000.00 |
| 8/26/24 | 7400 E RENO AVE, MIDWEST CITY, OK, | scott taff | B-24-1821 | \$50,000.00 |
| 8/26/24 | 2009 S POST RD, MIDWEST CITY, OK, | scott taff | B-24-1822 | \$25,000.00 |
| 8/26/24 | 1621 MAPLE DR, MWC, OK, 73110 | scott taff | B-24-1823 | \$25,000.00 |
| | | | | \$482,320.00 |

Com New Certificate of Occupancy

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------------|------------------|---------------|-----------------|
| 8/6/24 | 617 S AIR DEPOT BLVD, 73110 | matt sutterfield | B-24-1914 | |
| 8/8/24 | 351 N Air Depot Blvd, LL, 73110 | James Locke | B-24-1702 | \$100.00 |
| | | | | \$100.00 |

Com New Const Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|-----------------------|------------------|---------------|---------------------|
| 8/5/24 | 1635 Felix Pl., 73110 | Matthew Savage | B-24-0712 | \$272,000.00 |
| | | | | \$272,000.00 |

Com Remodel Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------------|------------------|---------------|--------------------|
| 8/21/24 | 2201 S AIR DEPOT BLVD, 73110 | Cedric Petties | B-24-2046 | \$5,500.00 |
| 8/27/24 | 5845 SE 15TH ST, 73110 | Andrea Petty | B-24-1578 | \$25,000.00 |
| | | | | \$30,500.00 |

Com Sign Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------------|------------------------|---------------|--------------------|
| 8/8/24 | 8414 SE 18TH ST, MWC, OK, 73110 | SILSBY MEDIA LLC | B-24-1252 | \$950.00 |
| 8/15/24 | 809 S AIR DEPOT BLVD, 73110 | SB GRAPHICS INC | B-24-2052 | \$18,645.66 |
| 8/19/24 | 309 BIZZELL AVE, MWC, OK, 73110 | IMAGE 360 MIDWEST CITY | B-24-2063 | \$2,927.65 |
| | | | | \$22,523.31 |

Building - Residential

Res Accessory Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|--------------------------|---------------|--------------------|
| 8/5/24 | 8628 HILLRIDGE DR, 73141 | ACOSTA, HELENA | B-24-1870 | |
| 8/6/24 | 10624 LE JEAN, 73130 | HENDERSON, DON | B-24-1924 | \$1,000.00 |
| 8/12/24 | 10120 CATON PL, MIDWEST CITY, OK, 0 | MICHAEL MORGAN | B-24-1850 | \$3,000.00 |
| 8/15/24 | 9109 PINE CREEK DR, 73130 | Steven or Donna Williams | B-24-2090 | \$4,000.00 |
| 8/19/24 | 1805 DAVID TER, 73141 | Jackie Nash | B-24-2064 | \$2,000.00 |
| 8/20/24 | 1616 SPENCER RD, 73110 | lajos marczin | B-24-2099 | \$6,000.00 |
| 8/22/24 | 217 S AIR DEPOT BLVD, OK, 73110 | Brian Winterringer | B-24-2054 | \$4,000.00 |
| | | | | \$20,000.00 |

Res Carport Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|-------------------------|------------------|---------------|-------------------|
| 8/1/24 | 1308 GRAND MANOR, 73130 | Steven Berry | B-24-1947 | \$3,500.00 |
| 8/29/24 | 9625 NE 11TH ST, 73130 | BURDINE, EVERETT | B-24-2207 | \$2,000.00 |
| | | | | \$5,500.00 |

Res Demolition Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------|------------------|---------------|---------------|
| 8/27/24 | 1000 N CEDAR DR, 73130 | Midwest Wrecking | B-24-2087 | \$0.00 |
| | | | | \$0.00 |

Res Fence Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|-------------------------------------|-----------------------------|---------------|--------------------|
| 8/1/24 | 9601 RHYTHM RD, MWC, OK, 73130 | mike kelley | B-24-1854 | \$3,500.00 |
| 8/8/24 | 304 COUNTRY CLUB TER, 73110 | Rodney Hawk | B-24-2026 | \$7,000.00 |
| 8/13/24 | 12304 OXFORD CT, 73130 | Superior Fence Construction | B-24-1984 | \$3,800.00 |
| 8/15/24 | 1108 PARKVIEW DR, 73110 | HUMPHREY, CALEPH | B-24-2061 | \$1,000.00 |
| 8/27/24 | 900 N RED BUD DR, MWC, OK, 73110 | Colton Jordan | B-24-2122 | \$380.00 |
| 8/28/24 | 6629 KLIPSPRINGER ST, 73110 | Riverside Community LLC | B-24-1918 | \$1,500.00 |
| | | | | \$17,180.00 |

Res Roofing Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--------------------------------------|--|---------------|--------------|
| 8/1/24 | 9424 WONGA DR, MWC, OK, 73130 | Parker Brothers Construction and Roofing Inc. | B-24-1997 | \$24,389.00 |
| 8/1/24 | 10123 LEXI CT, MWC, OK, 73130 | Parker Brothers Construction and Roofing Inc. | B-24-1998 | \$20,485.00 |
| 8/5/24 | 116 W ROSE DR, MWC, OK, 73110 | M2 Construction & Management LLC | B-24-2010 | \$0.00 |
| 8/5/24 | 1225 SUNVALLEY DR, MWC, OK, 73110 | TWIN ROOFING LLC | B-24-2013 | \$0.00 |
| 8/5/24 | 2428 APPLE WAY, MWC, OK, 73130 | Brian Mashburn | B-24-2022 | \$0.00 |
| 8/5/24 | 3113 BIG OAK DR, 73110 | Brian Mashburn | B-24-1743 | \$0.00 |
| 8/5/24 | 717 BRIARCREST DR, MWC, OK, 73110 | Brian Mashburn | B-24-2025 | \$0.00 |
| 8/6/24 | 3604 WOODVALE DR, 73110 | CMH SERVICES LLC | B-24-2030 | \$10,000.00 |
| 8/6/24 | 633 E FROLICH DR, 73110 | CODY MANION | B-24-2035 | \$11,000.00 |
| 8/6/24 | 1701 PLUMB DR, 73130 | CODY MANION | B-24-2037 | \$0.00 |
| 8/6/24 | 3405 N GLENHAVEN DR, 73110 | MISTY COSNER REROOF | B-24-2038 | \$0.00 |
| 8/6/24 | 3505 N GLENHAVEN DR, 73110 | CODY MANION | B-24-2039 | \$0.00 |
| 8/7/24 | 1212 SUNVALLEY DR, 73110 | Twin Roofing, LLC. | B-24-2047 | \$14,000.00 |
| 8/8/24 | 500 E BELLVIEW DR, MWC, OK, 73130 | Parker Brothers Construction and Roofing Co. | B-24-2056 | \$12,000.00 |
| 8/12/24 | 3801 PENNY DR, MWC, OK, 73110 | Alicia Williams | B-24-2008 | \$16,000.00 |
| 8/12/24 | 1601 BALLAD DR | CCC ROOFING & CONSTRUCTION LLC | B-24-2065 | \$15,000.00 |
| 8/12/24 | 409 DELIA ST, MWC, OK, 73110 | Acts 29 Roofing | B-24-2016 | \$0.00 |

| | | | | |
|---------|---|--|-----------|-------------|
| 8/13/24 | 604 S TIMBER LN, MWC, OK, 73130 | Superior Exterior Insurnace Restoration | B-24-2093 | \$11,600.00 |
| 8/13/24 | 3209 N VIEW POINT DR, MWC, OK, 73110 | ollie hicks | B-24-2091 | \$0.00 |
| 8/14/24 | 9609 NE 3RD PL, 73130 | Sooner construction by Rick James | B-24-2094 | \$13,000.00 |
| 8/14/24 | 424 BLUE SPRUCE DR, MWC, OK, 73130 | Vicki McHughes | B-24-2101 | \$15,663.00 |
| 8/14/24 | 1808 OAKWOOD EAST BLVD, MWC, OK, 73130 | Parker Brothers Construction and Roofing Inc. | B-24-2103 | \$0.00 |
| 8/15/24 | 1305 GRAND MANOR, MWC, OK, 73130 | SOONER CONSTRUCTION BY RICK JAMES | B-24-2107 | \$8,900.00 |
| 8/15/24 | 2801 DEL CASA CIR, MWC, OK, 73110 | Parker Brothers Construction and Roofing. Inc. | B-24-2112 | \$17,766.00 |
| 8/15/24 | 11035 MADISON AVE, MWC, OK, 73130 | Carley McCollum | B-24-2110 | \$17,432.00 |
| 8/19/24 | 2013 DORCHESTER RD, 73130 | WHITLOCK ROOFING & CONSTRUCTION | B-24-2124 | \$12,000.00 |
| 8/20/24 | 308 W KERR DR, MWC, OK, 73110 | Alicia Williams | B-24-2128 | \$8,482.00 |
| 8/20/24 | 6105 SE 6TH ST, MWC, OK, 73110 | Alicia Williams | B-24-2135 | \$10,337.00 |
| 8/21/24 | 600 W BOEING DR, MWC, OK, 73110 | SANDRA HEINTZELMAN | B-24-2144 | \$0.00 |
| 8/22/24 | 1232 Three Oaks Circle Midwest City, OK 73130 | Vicki McHughes | B-24-2149 | \$36,662.00 |
| 8/22/24 | 12428 SUSSEX RD, MWC, OK, 73130 | Parkers Brother Construction and Roofing Inc. | B-24-2159 | \$0.00 |
| 8/23/24 | 3924 BELLA VISTA, 73110 | Brian Mashburn | B-24-2175 | \$10,814.00 |
| 8/23/24 | 9416 RHYTHM RD, MWC, OK, 73130 | Carley McCollum | B-24-2177 | \$10,000.00 |
| 8/26/24 | 10817 SARA CT, MIDWEST CITY, OK, 0 | Jill Cantrell | B-24-2186 | \$17,000.00 |
| 8/26/24 | 3000 N Glenoaks Dr. Midwest City, OK 73110 | Reroof America Contractors | B-24-2191 | \$21,000.00 |
| 8/26/24 | 10608 SONGBIRD LN, 73130 | BASS ROOFING & SIDING INC | B-24-2199 | \$30,000.00 |
| 8/27/24 | 1104 LIVEOAK DR, 73110 | Salazar Roofing & Construction, INC | B-24-2185 | \$18,400.00 |
| 8/27/24 | 1016 W SILVER MEADOW DR, OK, 73110 | Alicia Williams | B-24-2187 | \$14,409.00 |
| 8/27/24 | 1713 HAVEN DR, MWC, OK, 73130 | Von Kendrick | B-24-2201 | \$42,000.00 |
| 8/27/24 | 9225 APPLE DR, MWC, OK, 73130 | Von Kendrick | B-24-2200 | \$46,000.00 |
| 8/28/24 | 7117 SE 15TH ST, 73110 | MICHAEL JASON ROBERTS | B-24-2223 | \$8,200.00 |
| 8/28/24 | 1329 VERNA MARIE DR, MWC, OK, 73110 | Parker Brothers Construction & Roofing Inc. | B-24-2225 | \$0.00 |
| 8/29/24 | 10002 NE 4TH ST, 73130 | Phillip Newsom | B-24-2146 | \$0.00 |
| 8/29/24 | 2028 WESTBURY DR, MWC, OK, 73130 | Von Kendrick | B-24-2232 | \$43,000.00 |
| 8/29/24 | 9813 WILLOW WIND DR, MWC, OK, 73130 | Von Kendrick | B-24-2233 | \$22,000.00 |
| 8/29/24 | 2337 SERENADE DR, MWC, OK, 73130 | Von Kendrick | B-24-2234 | \$24,000.00 |

\$581,539.00

Res Single-Fam New Const Bldg Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|---------------------------------|-------------------|---------------|--------------|
| 8/12/24 | 10484 CATTAIL TER, 73130 | Home Creations | B-24-1907 | \$191,000.00 |
| 8/29/24 | 110 FRIENDLY RD, MWC, OK, 73130 | bryan funderburgh | B-24-1885 | \$175,000.00 |

\$366,000.00

Res Single-Fam Remodel Building Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--------------------------------|---------------------|---------------|--------------|
| 8/15/24 | 125 W KERR DR, 73110 | MEREDITH, MARCIA | B-24-2055 | \$12,500.00 |
| 8/15/24 | 103 HUDSON PL, MWC, OK, 73110 | Tam Ho | B-24-2066 | \$18,000.00 |
| 8/16/24 | 1613 SANDRA DR, MWC, OK, 73110 | Hugh Hightower | B-24-2060 | \$160,000.00 |
| 8/27/24 | 6125 SE 3RD ST, 73110 | Douglas Schmickrath | B-24-2126 | \$5,000.00 |

8/28/24 301 KING AVE, MWC, OK, 73130 Bobby Davis B-24-2123 \$1,365.00

\$196,865.00

Res Solar Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--|--------------------------|---------------|--------------|
| 8/2/24 | 3211 HILLTOP RD, MWC, OK, 73110 | Jeremy Turner NIVO SOLAR | B-24-1875 | \$16,359.00 |
| 8/5/24 | 600 W SILVER MEADOW DR, MIDWEST CITY, OK, 0 | Leonard Tobin | B-24-1917 | \$24,108.00 |
| 8/20/24 | 11644 LORENE AVE, MWC, OK, 73130 | Cori Baseri | B-24-2004 | \$22,414.00 |

\$62,881.00

Res Storm Shelter Permit

| <u>Issued</u> | <u>Location</u> | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------|------------------|---------------|--------------|
| 8/1/24 | 1400 CHRISTINE DR | HAMILTON, STEVEN | B-24-1941 | \$4,200.00 |
| 8/5/24 | 10101 FOREST LN, 73130 | Johnny Flores | B-24-1952 | \$6,500.00 |

\$10,700.00

Grand Total: \$2,068,108.31



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 8/1/2024 to 8/31/2024

| <u>Inspection Description</u> | <u>Count</u> |
|--|--------------|
| Accessory Bldg Inspection | 2 |
| Building/Electrical General Inspection | 2 |
| Buildings - CO Inspection & Sign Off | 4 |
| Com Building Final Inspection | 4 |
| Com Duct Smoke Detector Test/Inspection (Building) | 1 |
| Com Duct Smoke Detector Test/Inspection (Fire Marshal) | 1 |
| Com Electrical Ceiling Inspection | 1 |
| Com Electrical Ceiling Reinspection | 1 |
| Com Electrical Final Inspection | 5 |
| Com Electrical Final Reinspection | 6 |
| Com Electrical Ground Inspection | 6 |
| Com Electrical Rough-in Inspection | 4 |
| Com Electrical Service Inspection | 4 |
| Com Electrical Wall Inspection | 2 |
| Com Electrical Wall Reinspection | 1 |
| Com Fence Inspection | 1 |
| Com Fire Alarm Final Inspection | 2 |
| Com Fire Sprinkler Final Inspection | 1 |
| Com Fire Sprinkler Rough Inspection | 1 |
| Com Framing Inspection | 1 |
| Com Gas Piping Inspection | 3 |
| Com Grease Trap Rough Inspection (Building) | 1 |
| Com Grease Trap Rough Inspection (Line Maintenance) | 1 |
| Com Grease Trap Rough Reinspection (Line Maintenance) | 1 |
| Com Mechanical Ceiling Inspection | 1 |
| Com Mechanical Final Inspection | 5 |
| Com Plumbing Final Inspection | 4 |
| Com Plumbing Final Reinspection | 1 |
| Com Plumbing Rough-in Inspection | 3 |
| Com Plumbing Rough-in Reinspection | 1 |
| Commercial Meter Tap Inspection | 3 |
| County Health - CO Inspection & Sign Off | 1 |
| Electrical Generator Inspection | 2 |
| Fire - CO Inspection & Sign Off | 11 |
| Fire - CO Reinspection & Sign Off | 3 |
| Fire Marshal General Inspection | 1 |
| General Inspection | 5 |
| Hot Water Tank Inspection | 13 |
| Hot Water Tank Reinspection | 4 |
| Line Maintenance General Inspection | 1 |
| Mechanical Change Out Inspection | 18 |
| Mechanical Change Out Reinspection | 4 |
| Placard Issued | 4 |
| Planning - CO Inspection & Sign Off | 14 |
| Planning - CO Reinspection & Sign Off | 2 |

| | |
|---|----|
| Planning General Inspection | 2 |
| Plumbing/Mechanical General Inspection | 6 |
| Pre-Con Site Inspection/Meeting | 6 |
| Res Building Final Inspection | 9 |
| Res Building Final Reinspection | 5 |
| Res Carport Inspection | 4 |
| Res Drainage1 Reinspection | 2 |
| Res Drainage2 Reinspection | 1 |
| Res Drainage3 Inspection | 4 |
| Res Drainage3 Reinspection | 1 |
| Res Drainage4 Inspection | 4 |
| Res Drainage4 Reinspection | 3 |
| Res Drainage5 Inspection | 3 |
| Res Driveway Inspection | 5 |
| Res Driveway Reinspection | 3 |
| Res Electrical Final Inspection | 5 |
| Res Electrical Final Reinspection | 9 |
| Res Electrical Rough-in Inspection | 6 |
| Res Electrical Rough-in Reinspection | 2 |
| Res Electrical Service Inspection | 14 |
| Res Electrical Service Reinspection | 12 |
| Res Fence Inspection | 4 |
| Res Footing & Building Setback Inspection | 5 |
| Res Footing & Building Setback Reinspection | 1 |
| Res Framing Inspection | 5 |
| Res Framing Reinspection | 3 |
| Res Gas Meter Inspection | 1 |
| Res Gas Meter Reinspection | 1 |
| Res Gas Piping Inspection | 13 |
| Res Gas Piping Reinspection | 1 |
| Res Insulation Inspection | 5 |
| Res Mechanical Final Inspection | 6 |
| Res Mechanical Final Reinspection | 2 |
| Res Mechanical Rough-in Inspection | 6 |
| Res Mechanical Rough-in Reinspection | 1 |
| Res Plumbing Final Inspection | 3 |
| Res Plumbing Final Reinspection | 1 |
| Res Plumbing Ground Inspection | 2 |
| Res Plumbing Ground Reinspection | 1 |
| Res Plumbing Rough-in Inspection | 9 |
| Res Plumbing Rough-in Reinspection | 5 |
| Res Retaining Wall Final Inspection | 2 |
| Res Retaining Wall Final Reinspection | 1 |
| Res Retaining Wall Inspection | 1 |
| Res Roofing Inspection | 7 |
| Res Sewer Service Inspection | 8 |
| Res Solar Final | 6 |
| Res Solar Final Reinspection | 5 |
| Res Storm Shelter Inspection | 3 |
| Res Temporary Electrical Pole Inspection | 1 |
| Res Water Service Line Inspection | 1 |
| Residential Meter Tap Reinspection | 1 |
| Sewer Cap Inspection | 5 |
| Sewer Cap/Cave Inspection | 2 |
| Swimming Pool/Hot Tub Inspection | 1 |
| Utilities - CO Inspection & Sign Off | 11 |

Total Number of Inspections:

393



MUNICIPAL AUTHORITY

AGENDA





MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 24, 2024 – 6:01 PM

| | | |
|---|-----------------------|-------------------------------|
| Presiding members: Chairman Matthew Dukes | City Staff: | |
| Trustee Susan Eads | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not a unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration, or possible action to approve the August 27, 2024, meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, decrease: Sewer Construction Fund, expenditures/Sewer Construction (46) \$15,567. (Finance - T. Cromar)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving a new lease agreement with New Cingular Wireless (f/k/a AT&T) and the City of Midwest City for the lease of space for the installation of cellular antennas on the clock tower in W.P Bill Atkinson Park, 301 E. Mid-American Blvd, at an initial annual payment of \$35,000.00. (D. Maisch – City Attorney).
2. Discussion, consideration and possible action on a Resolution authorizing the issuance of not to exceed \$2,252,000.00 Midwest City Municipal Authority Clean Water SRF Promissory Note, Series 2024; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto. (Public Works - R. Paul Streets)
3. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000. (Engineering & Construction Services - B. Bundy)

D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Municipal Authority meeting was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

August 27, 2024

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:08 PM with the following member present:

| | | |
|----------------------|-----------------------|-------------------------------|
| | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

Absent: Trustee Eads

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion Carried.

1. Discussion, consideration, or possible action to approve the July 23, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$50,957. Cap Water Imp – Walker Fund, expenditures/Capital Water Imp (49) \$438,487. Const Loan Payment Rev Fund, expenditures/Water Department (42) \$3,059,783. Sewer Construction Fund, expenditures/Sewer Construction (46) \$509,603. Utility Services Fund, expenditures/Utility Services (50) \$29,207. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$379,078. MWC Sanitation Department Fund, expenditures/Sanitation Department (41) \$630,116. MWC Sewer Department Fund, expenditures/Sewer Department (43) \$260,559. FF&E Reserve Fund, expenditures/Hotel/Conf Center (40) \$205,049. John Conrad Regional Golf Fund, expenditures/John Conrad Regional Golf (47) \$50,000. Storm Water Quality Fund, revenues/Intergovernmental (00) \$20,444; expenditures/Storm Water (61) \$448,729. MWC Water Department Fund, revenues/Transfer In (00) \$1,300,000; expenditures/Water Department (42) \$1,342,372.
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Stormwater Fund, revenue/Transfers In (00) \$325,000. Wastewater Fund, revenue/Transfers In (00) \$343,694. Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$6,900.
4. Discussion, consideration, and possible action of renewing the subscription of Microsoft licensing with Softchoice Corporation, which holds the Oklahoma Statewide Contract for Microsoft Software Products/Services # SW1079, in the amount of \$137,100.15.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:09 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: September 24, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, decrease: Sewer Construction Fund, expenditures/Sewer Construction (46) \$15,567.

The decrease is needed to eliminate budget for purchase of davit crane. Crane was purchased out of Wastewater Fund in prior fiscal year.

Tiatia Cromar

Tiatia Cromar
Finance Director

DECREASE

September 24, 2024

| Fund SEWER CONSTRUCTION (186) | | BUDGET AMENDMENT FORM Fiscal Year 2024-2025 | | | |
|--|------------------------|--|-----------------|-----------------------|-----------------|
| | | Estimated Revenue | | Budget Appropriations | |
| <u>Dept Number</u> | <u>Department Name</u> | <u>Increase</u> | <u>Decrease</u> | <u>Increase</u> | <u>Decrease</u> |
| 46 | Sewer Construction | | | | 15,567 |
| | | <u>0</u> | <u>0</u> | <u>0</u> | <u>15,567</u> |
| Explanation: To eliminate budget for Davit Crane Project. Crane was purchased out of Wastewater Fund in fiscal year 2023-2024. | | | | | |



DISCUSSION ITEMS





City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Chair and Trustees of the Midwest City Municipal Authority

From: Donald D. Maisch, City Attorney

Date: September 24, 2024

RE: Discussion, consideration, and possible action of approving a new lease agreement with New Cingular Wireless (f/k/a AT&T) and the City of Midwest City for the lease of space for the installation of cellular antennas on the clock tower in W.P Bill Atkinson Park, 301 E. Mid-American Blvd, at an initial annual payment of \$35,000.00. (D. Maisch – City Attorney).

In July of 2024 the original lease agreement between AT&T and the City of Midwest City expired concerning the site being used by the company that took over the AT&T Wireless Networks lease (New Cingular Wireless) for antenna space on the City of Midwest City Clock Tower. The clock tower is on property owned by the City of Midwest City, while the Midwest City Municipal Authority, operates the site for the City. The expired lease agreement was entered into in 1994, for five years, with five, 5-yr renewals. The amount of the lease being paid by New Cingular Wireless for the expired lease was approximately \$21,000.00 annually.

The new lease will be a five-year lease, with four 5-yr renewals. The lease amount will start at \$35,000.00 a year and will increase by 2.5% per year. The lease payments will be used for either: 1. Maintenance of the clock tower; 2. Finance large cost maintenance items for the clock tower; or 3. Other needs of the City/Municipal Authority. There are other City/Municipal Authority protections in the lease agreement, including advance notification by New Cingular Wireless or its subcontractor prior to commencing any work or upgrades to their system at the site.

New Cingular Wireless has approved the agreement. The City is a signatory to the agreement as the City also has equipment on the clock tower and certain City interests are protected in the agreement. Approval is at the discretion of the Municipal Authority.

Respectfully submitted,

Donald D. Maisch
City Attorney

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

THIS LEASE AGREEMENT (hereinafter referred to as “**Lease**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**CITY**”), the Midwest City Municipal Authority, a public trust (hereinafter referred to as “**AUTHORITY**”), and New Cingular Wireless PCS, LLC, (hereinafter referred to as “**Lessee**”) (**CITY, AUTHORITY** and **Lessee** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, CITY owns and operates and **AUTHORITY** leases and finances certain property for **CITY** primarily for the purpose of providing services for the benefit of the residents of Midwest City; and

WHEREAS, CITY and **AUTHORITY** grant permission for use of their property which do not conflict with their primary purpose and uses; and

WHEREAS, CITY owns certain real property located at Block 018, Lot 004 of the Atkinson Heights Addition to the City of Midwest City, Oklahoma County, Oklahoma, also known as 301 East Mid-American Boulevard, Midwest City, Oklahoma 73110 (“**Location Site**”); and

WHEREAS, on August 17, 1994, AUTHORITY, CITY, and Lessee’s predecessor entered into a Lease Agreement for the purpose of installing, operating and maintaining **Facilities** identified with the transmission and reception of cellular telephone and radio communication signals, including antennas, related equipment, and a communications shelter (“**Facilities**”); and

WHEREAS, the Lease Agreement, the First Amendment to the Lease Agreement dated October 28, 2010 and the Letter of Amended and Restated Lease Agreement dated June 28, 2018, was set to expire on June 30, 2024; and

WHEREAS, the Parties desire to enter into a new Lease Agreement with new terms to access the **Location Site** for the purpose of operating and maintaining the existing **Facilities**; and

WHEREAS, Lessee further requests that **CITY** and **AUTHORITY** allow **Lessee** to preserve **Lessee’s** spot on the **Tower** and to keep all equipment in its current location.

NOW THEREFORE, CITY, AUTHORITY, and Lessee agree as follows:

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

1. PERMIT

A. Subject to the conditions and limitations in this **Lease**, **CITY** and **AUTHORITY** do hereby permit **Lessee** to enter and access certain portions of the **Location Site** (hereinafter referred to as “**Premises**”) more particularly described in **Attachment “A”**. **Lessee** will be permitted to enter and access the **Premises** for the purpose of installing, operating and maintaining the **Facilities** as provided in this **Lease**. The **Facilities** will include only such equipment, improvements, power lines, fiber optic cables, electric and telephone lines (**Facility Specifications**) as specifically depicted on **Attachment “B” (Site Plan)** as may be modified in accordance with Section 9 below.

B. This **Lease** is expressly limited to provide **Lessee** permission only to the extent **Lessee’s** use does not interfere with the use of the **Location Site** and **Premises** by **CITY** and **AUTHORITY** and public trusts of which **CITY** or **AUTHORITY** are a beneficiary. This **Lease** is subject and subordinate to the rights of **CITY** and **AUTHORITY** to the use of the **Location Site** and **Premises** which will be dominant over all rights of **Lessee**. **Lessee** also acknowledges that **CITY** or **AUTHORITY** may permit events or activities near the **Premises**. **CITY** or **AUTHORITY** will provide **Lessee** notice of any such event or activity which **CITY** or **AUTHORITY** reasonably believe will limit **Lessee’s** access to the **Premises** and **Lessee** will directly coordinate its use and activities with the event or activities coordinator.

C. This **Lease** hereby closes and supersedes all previous agreements between the Parties as to the specific **Facilities** identified in this **Lease**.

2. TERM

Subject to the prompt and timely payment of Consideration as set forth in Paragraph 3 (B):

A. The initial term of the **Lease** is five (5) years beginning on July 1, 2024 and ending at 11:59 p.m. (**CITY** – Central Standard Time) on June 30, 2029.

B. The **Parties** agree that at the end of the initial term, this **Lease** will be extended by four (4) additional five-year terms, unless either Party, in its sole discretion, provides written notice of its intent not to extend the **Lease** Term at least three hundred and sixty five (365) calendar days prior to the relevant extension date. If such notice is timely provided by either Party, the term will

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

not be extended, the **Lease** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

C. This **Lease** is also subject to termination for breach of this **Lease** and as set forth herein.

3. CONSIDERATION

A. Rent is payable annually with the first annual rental payment of *Thirty-five Thousand Dollars (\$35,000.00)* due to the **AUTHORITY** by the **Lessee** on or before July 1, 2024. The annual rental will increase by two and one-half percent (2.5%) each year. Subsequent annual rental payments are due on or before each July 1st of any subsequent year.

B. Provided, however, should **CITY** or **AUTHORITY** terminate this **Lease** for any reason other than breach by **Lessee** prior to the expiration of the initial term of this **Lease** or any renewal term for which consideration has been prepaid, **AUTHORITY** will reimburse the **Lessee** for a pro rata share of the prepaid consideration for the prepaid unexpired term.

4. FACILITIES

A. **Updated Site Plan and As-Built Drawings:** **Lessee**, at its sole cost and expense, must provide **CITY** and **AUTHORITY** with updated As-Built drawings in the latest AutoCAD format compatible with **CITY**'s current software, which drawings will depict the components and locations of all of **Lessee**'s **Facilities** upon the **Premises**.

B. **Marking of Facilities:** **Lessee** must clearly label and identify all of the **Facilities** on the **Premises** with its corporate name, date of installation, this **Lease** number, and a toll-free telephone number to call in the event of an emergency. **Lessee** must also mark its underground lines and cables so they are easily discernible from the lines and cables of other lessees, permittees, licensees, and rights holder entities installed on the **Premises**.

C. **Fencing of Facilities:** In an effort to prevent theft and vandalism and to protect the public, **Lessee** must maintain the fencing around the perimeter of the **Premises** as may be approved by the **CITY'S** City Manager or designee. **Lessee** must further plant and maintain such shrubbery and vegetation around the exterior or interior of the fence as may be approved by the **CITY'S** City Manager or designee. Gates will provide access to **Premises**, and the gates will

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

remain locked at all times except to provide access to the CITY'S City Manager or designee or authorized personnel.

D. **Repair to Facilities:** If the Lessee, including Lessee's contractors and subcontractors, requires access to the Premises to undertake work, maintenance or repair, the Lessee shall notify the AUTHORITY at least seventy-two (72) hours in advance of the need of such access, except in the case of an emergency, in which case the Lessee, and/or its contractors and subcontractors shall provide as much advanced notices as reasonable practicable. The AUTHORITY shall make such access available to the Lessee. Since the location of the Premises and Facilities is in a City Park, Lessee shall work with the City to have that portion of the Park closed, where the Premises and Facilities are located for the duration of the work, maintenance and/or repair.

5. RIGHT OF MIDWEST CITY AND AUTHORITY TO USE A PORTION OF TOWER AND PREMISES.

Lessee agrees that CITY and AUTHORITY may use during the initial term and each renewal term, if any, of the Lease: (a) the highest available, at the time of requested installation and based on radio frequency separation requirements, RAD center which is the height of the antennas on the structure and the operating center of radiation (the "Antenna Space") on the Tower located on the Premises ("Tower") solely for the purpose of installing, operating and maintaining up to three (3) antenna(s) within such Antenna Space; (b) Ground Space, then available at the time of request, within the Premises (the "Ground Space") solely for the purpose of installing, operating and maintaining within such Ground Space the coaxial cable and connections necessary for the proper operation of the antennas described in (a) above; and (c) space on the Tower for connecting one (1) coaxial cable, not to exceed 1 and 5/8 inches (1 5/8") in diameter, for each antenna described in (a) above actually installed by CITY and AUTHORITY on the Tower, to the equipment located in the Ground Space, all without the necessity of paying to Lessee any rent or license fee for use of the same, but subject, however, to the following terms and conditions:

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

A. CITY and AUTHORITY agree to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the **Antenna Space, Tower and Ground Space**; and

B. CITY and AUTHORITY agree to obtain and maintain, at their sole cost and expense, all governmental licenses, permits, approvals or other relief required or necessary for their use of the **Antenna Space, Tower and Ground Space**; and

C. Neither CITY or AUTHORITY will use, nor will CITY or AUTHORITY permit its employees, agents, or contractors to use, any portion of the **Tower, Antenna Space or Ground Space** in any way which interferes with the **Facilities**, or the operations of **Lessee** under this **Lease**. CITY and AUTHORITY will cause radio interference to cease within twenty-four (24) hours after receipt of notice of interference from **Lessee**. With respect to other non-radio frequency interference from City or AUTHORITY use of the **Antenna Space, Tower and Ground Space**, CITY and AUTHORITY will cause such interference to cease within seventy-two (72) hours. In the event any such interference does not cease within this cure period then the parties acknowledge that **Lessee** may suffer irreparable injury, and **Lessee** will have the right, in addition to any other rights that it may have herein, or at law or in equity, for CITY's and AUTHORITY's breach of this Section, to elect to enjoin such interference or to terminate, upon notice, CITY's and AUTHORITY's right to use the **Antenna Space, Tower and Ground Space** until such interference ceases; and

D. CITY and AUTHORITY agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to CITY's or AUTHORITY's activity conducted in or on the **Premises, Antenna Space, Tower or Ground Space**.

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

6. FACILITIES REQUIREMENTS AND TESTING

A. The **Lessee** will design, install, construct, operate and maintain the **Facilities** in accordance with all applicable local, state, and federal regulations, codes and laws and **CITY** standards. **Lessee** must operate the **Facilities** in such a manner that said **Facilities** do not interfere with the operations of **CITY** and **AUTHORITY** on the **Premises**, if any, or the **Location Site** and do not interfere with **CITY'S** and **AUTHORITY'S** communication systems that may be currently located on the **Premises**, if any, or that may be installed on the **Premises** at any time in the future. Further, **Lessee** must operate the **Facilities** in such a manner that said **Facilities** do not interfere with any communication system located on **Location Site** or **Facilities** owned or operated by existing permittees, or their successors and assignees, as long as the existing permittees operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. All cabling installed by the **Lessee** shall be adhered to the inside of the legs of the clock tower located at the **Premises**.

B. Whenever **CITY** or **AUTHORITY** notifies **Lessee** in writing that the **Facilities** interfere with the operation of the systems of **CITY** or **AUTHORITY**, **Lessee** will have 72 hours to cease or cure the interference.

7. MAINTENANCE OF FACILITIES

Lessee must keep and maintain the **Facilities** located on the **Premises** in a safe condition and in good repair. In addition, **Lessee** must maintain throughout the terms of this **Lease** and must surrender upon the revocation, termination, expiration, or non-renewal of this **Lease** the **Premises** and in a clean and orderly condition. **Lessee** shall clean up any and all construction debris and trash located within the **Facilities** that is on the **Premises**.

8. REPLACEMENT OF FACILITIES/EQUIPMENT

Subject to the provision of this paragraph and other paragraphs in the **Lease**, **Lessee** may replace initially installed **Facilities** with similar and comparable **Facilities**, provided said replacement **Facilities** do not interfere with **CITY'S** or **AUTHORITY'S** use of the **Premises** or **Location Site**. In the event **Lessee** deem it prudent or necessary to replace the **Facilities**, **Lessee** must notify the **CITY'S** City Manager or designee in advance of said replacement(s), and the

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

CITY'S City Manager or designee will determine whether such replacements constitute the need for an amendment to the **Lease**. If the Facilities replacements are permitted under the same or similar terms as this **Lease** the CITY'S City Manager or designee may give written approval. Nothing in this paragraph authorizes the installation of additional **Facilities** by **Lessee**. **Lessee** or any subcontractor shall have a safety officer on-site at anytime maintenance or upgrades are undertaken at the **Premises**.

9. UTILITY LICENSE REQUIREMENTS

Lessee has installed, or caused to be installed, telephone, cable, communications, or electrical service ("Utility Services") to the **Premises**. The Utility Services must be run and remain underground to the **Facilities** from the closest available source. The locations of Utility Services are designated on **Attachment "A"** and **Attachment "B"**. Utility Services must be separately metered and billed and must be timely paid by the **Lessee**.

A. **Identification Markers**: **Lessee** must bury a bright color "caution" tape at a depth of approximately two (2) feet above any Utility Service cables and lines installed after the Effective Date of this **Lease**.

B. **Precautionary Measures**: Where openings are made in or adjacent to any path, jogging or cycling trail, sidewalk, road, street, alley, parking area, or public right-of-way, **Lessee** must, at its own expense, furnish all necessary barricades, fences, lights, and danger signals, and must take all necessary precautionary measures for the protection of the public and property. If damage should occur to any path, jogging or cycling trail, sidewalk, road, street, alley, parking area, or public right-of-way caused by the installation, operation, or maintenance of any Utility Services or **Facilities**, **Lessee** must commence repair of the damage within 72 hours of notice and diligently pursue to completion. Should the **Lessee** fail to timely repair such damage, the CITY'S City Manager or designee may elect to perform the repair or have the damage repaired, and **Lessee** agrees to reimburse CITY and **AUTHORITY** for any cost and expense of such repairs, plus fifteen percent (15%) for administration and overhead, within sixty (60) days of written notice of said costs and expenses. Neither the materials, excavated material nor machinery used in any activity hereunder will be placed or stored so as to endanger the public or property. **CITY** and

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

AUTHORITY, through the **CITY'S** City Manager or designee, reserve the right, but not the obligation, to remedy, at **Lessee's** expense. **Lessee** must reimburse **CITY and/or AUTHORITY** for the cost and expense of such remedy, plus fifteen percent (15%) for the administration and overhead, within sixty (60) days of the written notice of said costs and expenses. Provided however, the **Lessee** will not be entitled to any other or additional notification or opportunity to cure pursuant to this paragraph.

C. **Backfill and Revegetation:** **Lessee** will leave all property disturbed by **Lessee** in a solid and safe condition. **Lessee** must:

1. promptly backfill all trenches;
2. repair all cracking, shrinkage or other damage to driveways or sidewalks caused by **Lessee's** boring or construction;
3. fill and re-fill all holes caused by shrinkage or compaction;
4. repave all parking areas and aisles damaged by **Lessee**;
5. remove all excess dirt created by **Lessee**; and
6. promptly restore all sod areas by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established.

All such restoration will be subject to the inspection and approval of the **CITY'S** City Manager or designee. If **Lessee** fails to make any restoration or do any work required by this paragraph of the **Lease** within 72 hours after receipt of written notice from **CITY** or **AUTHORITY**, then **CITY** or **AUTHORITY**, respectively, will have the right, but not the obligation, to make such restorations or do such work at the expense of **Lessee**, and **Lessee** must reimburse **CITY** and/or **AUTHORITY** for the cost and expense of such repairs or work, plus fifteen percent (15%) for administration and overhead, within sixty (60) days of written notice of said costs and expenses. However, if **Lessee** is prevented from restoring or doing such work because of conditions beyond **Lessee's** control, **Lessee**, upon written request to the **CITY'S** City Manager or designee prior to the expiration of the 72 hour notice, may be given a reasonable amount of time to perform said restoration or work as determined by the **CITY'S** City Manager or designee.

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

10. ABANDONMENT/REMOVAL

Upon termination, revocation, non-renewal, or expiration of this **Lease**, **Lessee** must, at its option: (1) remove the **Facilities** and Utility Services within ninety (90) calendar days; or (2) abandon any portion of the **Facilities** in place and secure such Utility Services. Notwithstanding any provision in this **Lease**, all **Facilities** timely installed by **Lessee** will remain the personal property of the **Lessee** during the terms of this **Lease**, regardless of whether any applicable law classifies such **Facilities** as fixtures. **CITY** and **AUTHORITY** consent to **Lessee's** right to remove all or any portion of the **Facilities** from time to time during the terms of this **Lease** in **Lessee's** sole discretion and without **CITY** or **AUTHORITY's** consent. In the event that **Lessee** elects to remove the **Facilities** upon the expiration, non-renewal or earlier revocation or termination of this **Lease**, **Lessee** will, within ninety (90) calendar days of the date of such expiration, non-renewal, revocation or termination of this **Lease**, remove **Lessee's** personal property without damaging the **Location Site**, **Premises**, or any property belonging to **CITY**, **AUTHORITY** or existing permittees. **CITY** and **AUTHORITY** will continue to provide **Lessee** with access to the **Premises** as set forth in this **Lease** to permit **Lessee** to remove **Lessee's** **Facilities** within such ninety (90) day period. Any personal property of the **Lessee** not removed within ninety (90) days will become the property of **CITY**, without cost or charge to **CITY**, to dispose of in any way that meets the needs and requirements of **CITY** and **AUTHORITY**. Should **CITY** decide to dispose of such **Facilities**, **Lessee** will be liable and will reimburse **CITY** and **AUTHORITY** for any expense or cost in removal or disposal of **Lessee's** **Facilities** either abandoned or not removed within the aforementioned ninety (90) days.

11. TERMINATION

This **Lease** will terminate at such time as: (1) the **Lessee**, of its own volition, ceases activities, or abandons use of said **Facilities** for a period of one (1) year; or (2) notice of non-renewal of the **Lease** is given by **Lessee**; or (3) **Lessee** fails to timely make any annual payments, and **Lessee** has not cured said monetary default within thirty (30) days of receipt of written notice from **AUTHORITY**; or (4) a breach (subject to any applicable cure period, if any) or default occurs as defined in this **Lease**; or (5) **CITY** or **AUTHORITY** determines the **Premises** is

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

necessary for purposes of **AUTHORITY** or **CITY**. Should **AUTHORITY** or **CITY** make a determination that the **Premises** is necessary for its purposes, this **Lease** is terminable by **CITY** or **AUTHORITY** upon three hundred and sixty-five (365) days written notice. In the event **CITY** or **AUTHORITY** terminates this **Lease** upon three hundred and sixty-five (365) days written notice upon a determination of need for **CITY** or **AUTHORITY** purposes, **CITY** or **AUTHORITY**, respectively, will make a reasonable effort, if possible on **CITY** or **AUTHORITY** property, to make available to **Lessee** an alternative existing location, if any reasonably practicable, to accommodate **Lessee's** needs for said **Facilities**. In addition to the foregoing and notwithstanding any provision contained in this **Lease** to the contrary, **Lessee** may, in **Lessee's** sole and absolute discretion and at any time and for any or no reason, terminate this **Lease** without further liability by delivering prior written notice to **CITY** and **AUTHORITY**; provided, however, that, in such event, **Lessee** will not be entitled to any refund or rebate of annual rental prepaid and must pay to **CITY** and **AUTHORITY** a lump sum termination fee equal to the then current annual rent.

12. WATER QUALITY

Lessee's activities may not impact water quality.

13. RESTORATION

Upon the revocation, non-renewal, expiration, or termination of this **Lease** for any reason whatsoever, **Lessee** must restore the **Premises** to a condition equivalent to its original condition, reasonable wear and tear excepted.

14. INSURANCE

A. **Lessee** must provide and maintain at all times throughout the term of this **Lease**, and any renewal hereof, such *commercial general insurance with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* for bodily injury (*including death*) and or property damage caused in whole or in part by the **Lessee's**, and its employees and/or agents (including contractors and subcontractors), use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

must include **AUTHORITY** and **CITY** as additional insureds by endorsement as their interest may appear under this **Lease** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to **AUTHORITY** and **CITY** within five (5) days of the execution of this **Lease**.

C. Lessee shall endeavor to require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of Lessee including **AUTHORITY** and **CITY** as an additional insured, by endorsement, as their interest may appear under this **Lease**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of **Lessee** in any other paragraph of this **Lease** or any indemnification or insurance requirement in any other paragraph of this **Lease**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Lease**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Lease** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which **Lessee** is performing restoration or remediation of the Premise or **Location Site** or during which **Lessee** is removing or reclaiming its **Facilities**.

E. Provided, however, should **Lessee** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit **CITY** or **AUTHORITY** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Lease** may be terminated. Termination of this **Lease** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Lease**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **CITY** or **AUTHORITY** to recover damages, expenses, losses or for personal

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Lease**.

15. INDEMNIFICATION

Lessee agrees to indemnify, defend, and hold harmless **CITY** and **AUTHORITY** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by **Lessee**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. **Lessee** must give **CITY** and **AUTHORITY** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **CITY** or **AUTHORITY**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of **CITY** or **AUTHORITY** under any other paragraph, including but not limited to any insurance provision or requirement in this **Lease**.

16. NOTICES

A. Notices and other communications to **CITY** and the **AUTHORITY** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

City Clerk of Midwest City
100 North Midwest Boulevard
Midwest City, OK 73110

AND City Attorney/Municipal Authority Attorney
c/o City of Midwest City/Midwest City Municipal Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

AND City Manager/ General Manager
c/o City of Midwest City/Midwest City Municipal Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

respectively, and notices or other communications to the **Lessee** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

New Cingular Wireless PCS, LLC
Attn: Tag-LA
RE: Cell Site #OK1074
Cell Site Name: West Midwest City (OK)
Fixed Asset #10006289
1025 Lenox Park Blvd., NE
3rd Floor
Atlanta, Georgia 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
RE: Cell Site #OK1074
Cell Site Name: West Midwest City (OK)
Fixed Asset #10006289
208 S. Akard Street
Dallas, Texas 75202-4206

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Lease**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

17. ABIDES BY LAW

The **Lessee** must abide by the conditions of this **Lease**, the ordinances of **CITY**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Lessee’s** activities and **Lessee’s** use of the **Facilities** or **Location Site**. **Lessee** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of installation of the **Facilities**.

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

18. LIMITATION

The **Lease** consideration and annual rental fee provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Lessee** or incurred by **CITY** or **AUTHORITY** hereunder or under any insurance or indemnification provision herein.

19. ASSIGNMENT AND SUBLEASE

A. **Lessee** may assign this **Lease** to any entity which (i) is an affiliate, subsidiary or successor of **Lessee**; or (ii) that acquires all or substantially all of the **Lessee's** assets in the market. **Lessee** shall provide the **CITY** and **AUTHORITY** notice and a revised Certificate of Insurance within thirty (30) days of any such assignment. **Lessee** may not otherwise assign, sell, or transfer its interest under this **Lease** without the prior written consent of **CITY** and **AUTHORITY**. Assignment shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Lessee** and Assignee and provision by the Assignee of a certificate of insurance evidencing the insurance required by this **Lease** and upon approval of such assignment by **CITY** and **AUTHORITY**. The **CITY'S** City Manager or designee is authorized, but not required except as provided herein, to execute a letter approving an assignment as provided herein on behalf of **CITY** and **AUTHORITY**. Upon approval of such assignment, **Lessee** will be relieved of all future performance, liabilities and obligations under this **Lease** less and except any performance, liability, or obligation of the **Lessee** at the time of assignment shall become the joint and severable duty and obligation of the **Lessee** and any assignee until same are satisfied and resolved.

B. **Lessee** may not sublease its interest under this **Lease** without the prior written consent of **CITY** and **AUTHORITY**. Any sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Lessee** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Lease** and upon approval of such sublease by **CITY** and **AUTHORITY**. The **CITY'S** City Manager or designee is authorized, but not required, to execute a letter approving a sublease as provided herein on behalf of **CITY** and **AUTHORITY**. Upon approval of such sublease, **Lessee**

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

will not be relieved of future performance, liabilities, and obligations under this **Lease**. **CITY** and **AUTHORITY** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Lessee** within forty-five (45) days after the entering into of same. **Lessee** agrees to timely pay **AUTHORITY** an amount equal to twenty percent (20%) of the monthly or annual, as applicable, rent or license fees at fair market value actually received by or due to **Lessee** from sublessee pursuant to such written agreement within forty-five (45) days of being due. However, in no event shall the payment to **AUTHORITY** be less than \$250.00 a month as sublease revenue (“Sublease Revenue”) in exchange for **AUTHORITY**’s and the **CITY**’s consent to the subleasing of space.

20. COMPLETE AGREEMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Lease** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Lease**, unless specifically and expressly provided herein.

21. TIME OF ESSENCE

For the purposes of this **Lease**, time shall be deemed to be of the essence.

22. MULTIPLE ORIGINALS

This **Lease** shall be executed in multiple counterparts, each of which shall be deemed an original.

23. NONINTERFERENCE

A. This **Lease** authorizes **Lessee** to use and occupy a portion of the **Premises** for the location of its **Facilities** only as provided herein. **Lessee**’s activities and use may not in any manner permanently or temporarily interfere with existing or future **CITY** or **AUTHORITY** uses and **Facilities** or with **CITY** or **AUTHORITY** use of the **Location Site, Premises**, and **CITY** rights-of-way and public properties.

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

B. Lessee shall defend its own rights provision in relation to all rules and regulations enforced by the FCC. Neither CITY nor AUTHORITY shall have any duty or responsibility to prevent or resolve any dispute regarding interference with communications, radio, or other transmissions or with use of the Premises. Lessee shall be solely responsible for initiating, pursuing, and maintaining any action necessary to defend its rights under this Lease against any third party infringing on said rights.

24. PROPERTY INTERESTS

Lessee acknowledges and agrees that the Premises and Location Site are first and foremost the property of CITY or AUTHORITY, and that the Lessee is not granted any property interest therein or by the terms of this Lease.

25. MIDWEST CITY, CITY MANAGER

The CITY'S City Manager or designee and the AUTHORITY'S General Manager or designee are hereby acknowledged as the authorized and empowered representative of AUTHORITY and CITY regarding this Lease.

26. ANTI-COLLUSION

Lessee agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of CITY or AUTHORITY as to the terms or conditions of this Lease, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of CITY or AUTHORITY, either directly or indirectly, in procuring and execution of this Lease.

27. WARRANTY

Issuance of this Lease does not constitute or contain any express or implied warranties of title, interest, or right to possession of the Premises nor the physical condition of any property subject to this Lease. Lessee shall be responsible for identifying other property interests, permits, users, and licenses, if any, and arranging whatever additional permissions as may be required. The Lessee accepts the Premises "as is".

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

28. BREACH AND DEFAULT

A. A breach of any provision of this **Lease** shall act as a breach of the entire **Lease** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Lease** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**. Provided however, any breach by **Lessee** which interferes with the operation or use of the **CITY** water or wastewater systems or the **CITY** public safety or warning system must be cured immediately; and **CITY** and **AUTHORITY** reserve the right to immediately terminate this **Lease** if **Lessee** fails to cure any such breach.

C. Should **CITY** or **AUTHORITY** breach this **Lease**, **Lessee** may only recover that proportion of the prepaid annual rental for the unexpired term. **Lessee** may not collect or recover any other or additional damages, losses, or expenses.

29. ENVIRONMENTAL

A. **Lessee** shall not permit any chemical substance or hazardous material to be brought upon, kept, or used in or about the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees to escape the **Premises**. **Lessee** shall notify the **CITY'S** City Manager or designee of the presence, even if temporary, of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees, except for storage, handling and use of reasonable quantities and types of such materials or substances used by **Lessee** in the ordinary course and the prudent conduct of **Lessee's** business, provided **Lessee** obtains the prior written approval of the **CITY'S** City Manager or designee and provided that: (i) the storage, handling and use of such permitted

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

hazardous substances must at all times conform to all governmental requirements and to applicable fire, safety and insurance requirements; (ii) the types and quantities of permitted hazardous substances must be reasonable and appropriate to the nature and size of **Lessee's** operations; (iii) no hazardous substance shall be spilled or disposed of on, in, under or around the **Premises** or otherwise discharged by **Lessee**. Provided, however, any such approval by the **CITY'S** City Manager or designee will not waive, negate, diminish, or limit the responsibility of the **Lessee** for any contamination or to indemnify **CITY** and **AUTHORITY**.

B. If **Lessee** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material on the **Premises** brought onto such **Premises** by **Lessee** or its contractors, employees or agents results in contamination of the **Premise** or contamination of the water supply of **CITY**, or if contamination of the **Premises** or by the chemical substance or hazardous material otherwise occurs for which **Lessee** is legally liable, **Lessee** shall indemnify, defend and hold **CITY** and **AUTHORITY**, and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Lease** hereof as a result of such contamination.

C. This indemnification of **CITY** and **AUTHORITY** by **Lessee** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **CITY**, **AUTHORITY** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the **Premises** caused by **Lessee**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its employees, agents or contractors results in any contamination of the **Premises**, or the water supply of **CITY**, **Lessee** shall promptly take all actions at its sole expense as are necessary to return the **Premises** and the water supply of **CITY** to the condition existing prior to the introduction of any such chemical substance or

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

hazardous material; provided the CITY'S City Manager or designee's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the **Premises** and water supply of CITY. The foregoing indemnity shall survive the expiration or earlier termination of this **Lease**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

30. INSPECTION

CITY and AUTHORITY and its employees and agents shall have the right, but not the duty, to inspect Lessee's **Facilities** and the **Premises** to determine whether Lessee is complying with the terms of this **Lease**.

31. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Lease**. This **Lease** is solely for the benefit of the Lessee, AUTHORITY, and CITY, and none of the provisions hereof are intended to benefit any third parties.

32. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Lease** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Lease** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

33. ONECALLCENTER

The Lessee must notify the notification center if Lessee is the operator of underground Facilities and will be responsible, whenever it receives notice or request from the notification center or CITY for locating and marking its underground Facilities in accordance with the Underground Facilities Damage Prevention Act.

34. CASUALTY

If any part of the Premises is damaged by casualty or Act of God, as to render the Premises unsuitable, in Lessee’s sole determination, then Lessee may terminate this Lease by providing written notice to CITY or AUTHORITY, as Lessee’s only recourse as to the CITY and AUTHORITY, which termination will be effective as of the date of such casualty or other harm.

35. EFFECTIVE DATE

The Effective Date of this Lease is the date approved by the CITY as the last party hereto.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Lease on the dates set forth below.

LESSEE: New Cingular Wireless PCS, LLC
A Delaware Limited Liability Company

By AT&T Mobility Corporation
Its Manager:

By: 
Signed by:
FCED24371FA34DA...

Name: Michael Bridwell

Title: Area Manager

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

ATTEST: (SEAL)

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

CITY ATTORNEY

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

APPROVED by the Midwest City Municipal Authority this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

MUNICIPAL AUTHORITY ATTORNEY

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

ATTACHMENT "A"

Legal description of the Premises:

BEGINNING at a point S 89°30'37" E, 93.49 feet and S 00°29'23" W, 9.53 feet from the Northwest Corner of Lot 4, Block 18, ATKINSON HEIGHTS, Being a Subdivision in the South 1/2 of Section 10, T11N - R2W of the Indian Meridian, Oklahoma County, Oklahoma; Thence S 89°14'34" E a distance of 20.00 feet; Thence S 01°16'37" W a distance of 11.44 feet; Thence N 89°14'34" W a distance of 20.00 feet; Thence N 01°16'37" E a distance of 11.44 feet to the POINT OF BEGINNING. Said Tract contains 0.005 acres of land more or less. (AS SHOWN ON PREVIOUS SURVEY BY CIMARRON SURVEYING & MAPPING CO., LS# 189, DATED 6-28-94, FOR SOUTHWESTERN BELL MOBILE SYSTEMS, INC.)

(Generator Lease Site Description)

A tract of land lying in and being a part of Lot 4, Block 18, in the Replat of Atkinson Heights, being a subdivision in the South Half of Section 10, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, as shown by the plat in Book 24 of plats at Page 27, and being further described in Book 637, Page 68, Deed Records of Oklahoma County, Oklahoma; Said tract being more particularly described as follows:

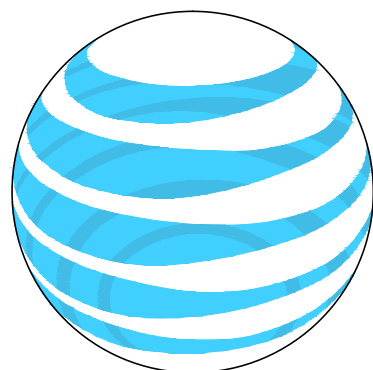
Commencing at a 1/2" iron rod found for the Northwest corner of said Lot 4, Block 18; Thence N 89°11'25" E on the North line of said Lot 4, Block 18 a distance of 99.99 feet to a point on said North line; Thence S 00°48'35" E perpendicular to said North line a distance of 24.06 feet to a "Cut X" set for the Northwest corner, said corner also being the Point Of Beginning; Thence N 89°11'25" E a distance of 10.00 feet to a "Cut X" set for the Northeast corner; Thence S 00°48'25" E a distance of 4.00 feet to a 1/2" iron rod w/cap set for the Southeast corner; Thence S 89°11'25" W a distance of 10.00 feet to a 1/2" iron rod w/cap set for the Southwest corner; Thence N 00°48'35" W a distance of 4.00 feet to the Point of Beginning, containing 40.00 square feet or 0.001 acres, more or less.

ACCESS NOTE: AT&T Mobility has common access through the Parent Tract to Mid America Boulevard, a public Street.

**LEASE AGREEMENT
BETWEEN
CITY OF MIDWEST CITY AND THE MIDWEST CITY MUNICIPAL
AUTHORITY
AND
NEW CINGULAR WIRELESS PCS, LLC**

ATTACHMENT "B"

LESSEE NAME: NEW CINGULAR WIRELESS PCS, LLC



at&t
Your World. Delivered.

SITE NAME:

AT&T SITE NUMBER:
FA NUMBER:
SITE ADDRESS:

WEST MIDWEST CITY

OK1074
10006289
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

NEW EQUIPMENT AND ANTENNAS ON:

EXISTING 180' STEALTH CLOCK TOWER



As-Built

UPGRADE TYPE: LTE 6C

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

SITE INFORMATION

SITE TYPE: STEALTH CLOCK TOWER
SITE NAME: WEST MIDWEST CITY
SITE NUMBER: OK1074
SITE ADDRESS: 300A WEST MID AMERICA BLVD.
MIDWEST CITY, OK 73110
COUNTY: OKLAHOMA COUNTY
JURISDICTION: CITY OF MIDWEST CITY
OCCUPANCY TYPE: UNMANNED
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
APPLICANT: AT&T WIRELESS
405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
RICKY T RIPPER
501-235-2162

PROPERTY OWNER:
CITY OF MIDWEST CITY
405-732-2281

SITE COORDINATES (NAD 83):
LATITUDE: N. 35.4386°
LONGITUDE: W. -97.4002°
GROUND ELEVATION: 1250' (AMSL)

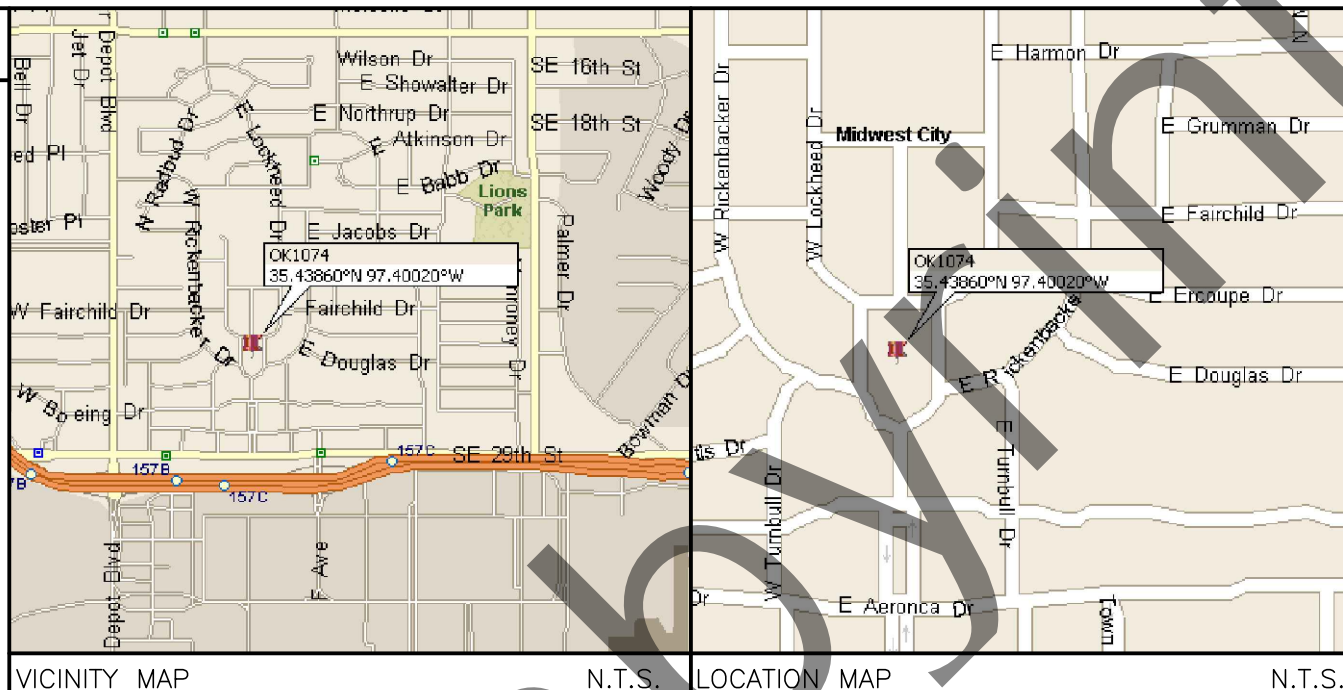
SURVEYOR:
N/A

TOWER OWNER:
CITY OF MIDWEST CITY
100 NORTH MIDWEST BLVD.
MIDWEST CITY, OK. 73110
405-732-2281
SITE NAME: BOMBER CLOCK TOWER
SITE NUMBER: N/A

DESIGNER:
BRANCH COMMUNICATIONS, LLC
1516 SOUTH BOSTON AVE. STE 215
TULSA, OK. 74119
CONTACT: JAMES W MCCOY
PHONE: (918) 261-1875

ARCHITECT/ENGINEER:
SPECIALTY TELECOMMUNICATIONS SERVICES, LLC
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, STE 120
OKLAHOMA CITY, OK. 73114
CONTACT: SAMUAL CURTIS
PHONE: (405) 753-7167

TELEPHONE COMPANY: N/A
POWER COMPANY: N/A



DRIVING DIRECTIONS

DEPART WILL ROGERS WORLD AIRPORT (EAST) ONTO LOCAL ROAD(S) 21 YDS TAKE LOCAL ROAD(S) (LEFT) ONTO TERMINAL DR 0.8 MI KEEP STRAIGHT ONTO S MERIDIAN AVE 0.8 MI (RIGHT) ONTO AIRPORT RD 1.0 MI I-44 (LEFT) ONTO I-44 3.3 MI I-44 E AT EXIT 120B, (RIGHT) ONTO I-40 5.0 MI I-40 E CONSTRUCTION IN OKLAHOMA CITY (EB) (JUNE 4, 2013 - JUNE 30, 2016) ROAD NAME CHANGES TO I-35 0.9 MI (LEFT) ONTO I-40 4.4 MI US-270 E AT EXIT 157B, TURN RIGHT ONTO RAMP 0.2 MI AIR DEPOT BLVD KEEP STRAIGHT ONTO LOCAL ROAD(S) 21 YDS (NORTH) ONTO S AIR DEPOT BLVD 0.4 MI TURN RIGHT (EAST) ONTO W FAIRCHILD DR 0.3 MI (SOUTH) ONTO W LOCKHEED DR, THEN IMMEDIATELY (SOUTH) ONTO W MID AMERICA BLVD 0.1 MI (EAST) ONTO LOCAL ROAD(S) 54 YDS ARRIVE OK-1074

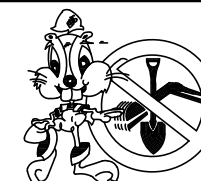
A&E DRAWING REVIEW

| TITLE: | SIGNATURE: | DATE: |
|------------------------|--|-------|
| AT&T CONSTRUCTION MGR: | | |
| RF ENGINEER: | | |
| CONNING APPROVAL: | | |
| SITE ACQUISITION: | | |
| PROPERTY OWNER: | | |
| STATUS CODE: | | |
| 1 | ACCEPTED-WITH OR NO COMMENTS, CONSTRUCTION MAY PROCEED | |
| 2 | NOT ACCEPTED-RESOLVE COMMENTS AND RESUBMIT | |

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

ONE CALL NUMBER:

**CALL OKIE
ONE CALL
(800) 522-6543
CALL 3 WORKING DAYS
BEFORE YOU DIG!**



SCOPE OF WORK

CONTRACTOR TO OBTAIN LATEST RFDS FROM AT&T WIRELESS PRIOR TO CONSTRUCTION FOR ALL PROPOSED EQUIPMENT, ORIENTATION, AND ELEVATIONS.

DRAWING INDEX

| NO | DESCRIPTION |
|------|--|
| T1 | TITLE SHEET |
| GN1 | GENERAL NOTES |
| GN2 | GENERAL NOTES |
| SV-1 | SURVEY |
| A1 | COMPOUND PLAN |
| A2 | TOWER ELEVATION, ORIENTATION & DETAILS |
| A3 | ANTENNA AND EQUIPMENT DETAILS |

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR T BE RESPONSIBLE FOR SAME.

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- BUILDING/DWELLING CODE: IBC 2015
- STRUCTURAL CODE: IBC 2015
- PLUMBING CODE: IPC 2015
- MECHANICAL CODE: IMC 2015
- ELECTRIC CODE: NEC 2017
- FIRE/LIFE SAFETY CODE: IBC 2015, IFC 2015, NFOA 101

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:

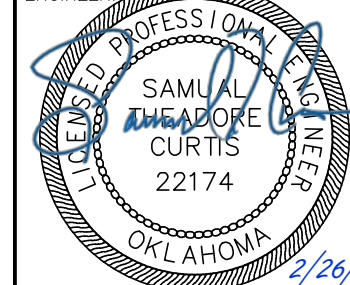
WEST MIDWEST CITY

SITE NUMBER:

OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:



| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |

SHEET TITLE:

TITLE SHEET

| SHEET NUMBER: | PROJECT #: | REVISION: |
|---------------|-------------|-----------|
| T1 | OK1074 | 0 |
| BY: JWM | CKD BY: JWM | |

GENERAL CONSTRUCTION NOTES:

- UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
- GENERAL CONSTRUCTION, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED IN PERFORMANCE OF THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- DRAWING PROVIDED HERE ARE N.T.S. AND ARE INTENDED TO SHOW OUTLINE ONLY.
- ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS SHOWN OF THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK, THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION, THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, EQUIPMENT, TOOLS, LABOR AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
- ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. IF NEW SHELTER IS PROPOSED, CONTRACTOR MUST HAVE SHELTER MANUFACTURERS SHELTER DRAWINGS PRIOR TO CONSTRUCTION COMMENCEMENT. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS (SIGNED AND SEALED OR BUILDING OFFICIAL APPROVED), LATEST REVISION AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS, PROVIDE CONTACT INFORMATION TO PROJECT MANAGER.
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) OWNERS REPRESENTATIVE OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTORS'S PROPOSAL OR PERFORMANCE OF WORK.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF SPECIFIED QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS, ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING TOPOGRAPHY AN HORIZONTAL GEOMETRY AS INDICATED ON THESE DRAWINGS. THE CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES. CONTRACTOR IS TO MAINTAIN REQUIRED HORIZONTAL CLEARANCE FROM THE CENTERLINE OF EXISTING POWER LINES AS DETERMINED BY THE ELECTRICAL POWER COMPANY. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK UNDER THIS CONTRACT.
- FLAGGERS SHALL BE REQUIRED AS NEEDED IN RIGHT OF WAYS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL AND OSHA SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS, THIS INCLUDES, BUT IS NOT LIMITED TO THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
- IF ANY FIELD CONDITIONS PRECLUDE COMPLIANCE WITH THE DRAWINGS & OR CONDITIONS SPECIFIED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CONST. MGR & SHALL NOT PROCEED WITH ANY WORK THAT WOULD BE AFFECTED.

GENERAL CONSTRUCTION NOTES CONT:

- ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE A MINIMUM OF 5 YEARS OF TELECOM EXPERIENCE IN THE PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT THEY DO HAVE THE SUFFICIENT EXPERIENCE AND ABILITY, THAT THEY ARE PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF THIS PROJECT.
- ALL HARDWARE MANUFACTURER'S ASSEMBLY INSTRUCTION SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWING ARE INTENDED TO AID CONTRACTOR.
- CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
- THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT WITHOUT WRITTEN AUTHORIZATION FROM OWNER, OWNERS REPRESENTATIVE OR ENGINEER.
- THE CONTRACTOR SHALL NOTIFY THE TOWER OWNERS REPRESENTATIVE WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL THAT CONFLICT IS RESOLVED BY TOWER OWNERS REPRESENTATIVE.
- THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY SUBCONTRACTOR.
- ALL MATERIALS AN WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
- 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) OFFICIAL.
- SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.
- LOCATION OF EQUIPMENT, CONDUITS AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO ROUGH IN.
- ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES, CODES, REGULATIONS, INCLUDING OSHA, NCE, AISC, ACI AND ANSI/TIA/EIA-222.
- THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING STRUCTURES, UTILITIES, WALKWAYS, PAVEMENT AND OTHER FACILITIES FROM UNNECESSARY EXPOSURE TO DAMAGE; ALL NEW UNDERGROUND TRENCHING SHALL BE HAND DUG WHEN NECESSARY.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES, PIPES, AND GROUND WIRES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. EXCAVATION IS TO BE CONDUCTED IN SUCH A MANNER THAT NO DAMAGE TO SAID FACILITIES IS LIKELY TO OCCUR.
- THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SAFETY AND IF NECESSARY THE REPAIR OF ALL PUBLIC UTILITIES SERVICES SUCH AS GAS, TELEPHONE, ELECTRIC CABLE AND WATER.
- DO NOT INTERRUPT SERVICE TO ADJACENT STRUCTURES OR FACILITIES WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
- EROSION CONTROL MEASURES SUCH AS SILT FENCING AND/OR HAY BALES SHALL BE UTILIZED TO PREVENT AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS AND AREAS.
- COMMENCEMENT OF CONSTRUCTION SHALL BEGIN ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR OWNERS REPRESENTATIVE; ALL CONSTRUCTION AND MATERIAL ORDERING (WITH EXCEPTION OF THE TOWER) SHALL BE DONE WITH DRAWINGS LABELED ISSUED FOR CONSTRUCTION.
- NO DUMPING SOILS ON SITE OR LEASE AREA. DEBRIS MUST BE HAULED OFF. NO BURNING OF TRASH ON SITE.
- THE CONTRACTOR IS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS SHALL NOT EXCUSE THE CONTRACTOR FORM COMPLETING THE WORK IN ACCORDANCE WITH THE INTENT OF THE DRAWINGS, SO AS TO RESULT IN A SYSTEM THAT FUNCTIONS FULL AS INTENDED BY THE DRAWINGS.

GENERAL CONSTRUCTION NOTES CONT:

- ALL SAFETY HAZARDS MUST BE MARKED WITH WARNING TAPE OR SAFETY FENCE.
- NEW BUILD CONTRACT WILL INCLUDE LEVELED BUILDING PAD, ACCESS ROAD AND ENTRANCE GATES, AND EROSION CONTROL.
- ANY ACCIDENTS ON SITE MUST BE REPORTED TO CLIENT WITHIN 2 HOURS OF THE EVENT.
- ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
- THE SUBCONTRACTOR SHALL INSTALL OWNER OR ANY JURISDICTION AUTHORITY SIGNAGE, WARNING OR HAZARD AS REQUIRED.
- SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY OTHER MATERIALS IN ACCORDANCE WITH LOCAL SPECIFICATIONS, AS REQUIRED BY LOCAL ORDINANCES.
- THE CONTRACTOR SHALL MAINTAIN A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE, UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE OF THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
- THE CONTRACTOR SHALL SUBMIT, AT THE END OF THE PROJECT, A COMPLETE SET OF "AS BUILT" DRAWINGS TO TOWER OWNERS PROJECT MANAGER.
- THE CONTRACTOR MUST PROVIDE CLOSE OUT DOCUMENTS AT THE FINAL INSPECTION WALK BEFORE PAYMENTS WILL BE MADE.



VENDOR:

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:

SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
WEST MIDWEST CITY

SITE NUMBER:
OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:

| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |
| | | | |

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER: **GN1** PROJECT #: **OK1074** REVISION: **0**

BY: **JWM** CKD BY: **JWM**

10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final_Zoning_Drawings.dwg - Sheet:GN1 - User: brim.heimbach - Feb 26, 2018 9:25am

STRUCTURAL STEEL NOTES:

1. WORK INCLUDED:
 - A. THE WORK CONSISTS OF THE FABRICATION AND INSTALLATION OF ALL STRUCTURAL STEEL TO BE FURNISHED.
 1. ASTM: AMERICAN SOCIETY FOR TESTING AND MATERIALS.
 2. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", LRFD, 13TH EDITION.
 3. AWS: AMERICAN WELDING SOCIETY
2. MATERIALS: STRUCTURAL STEEL SHALL COMPLY WITH THE REQUIREMENTS OF ASTM A36, A50 EXCEPT STEEL PIPE WHICH SHALL MEET THE REQUIREMENTS OF ASTM A53, GRADE B. THIS SECTION DOES NOT GOVERN THE TOWER STEEL (PROPERTIES FOR TOWER STEEL TO BE DETERMINED BY TOWER SUPPLIER).
3. WELDING:
 - A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS, CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE UPON REQUEST.
 - B. WELDING ELECTRODES SHALL BE E70LH SERIES.
 - C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS, VISUAL INSPECTION IS ACCEPTABLE.
4. BOLTING:
 - A. BOLTS SHALL MEET THE REQUIREMENTS OF ASTM A325, AND SHALL BE HOT-DIPPED GALVANIZED (UNLESS NOTED OTHERWISE). NUTS SHALL BE HEAVY HEX TYPE (U.N.O.).
 - B. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE BEARING TYPE CONNECTIONS WITH THE THREADS EXCLUDED FROM THE SHEAR PLANE AND SHALL BE INSTALLED CONFORMING TO THE AISC "SNUG TIGHT" UNLESS OTHERWISE NOTED.
 - C. A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
 - D. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.
 - E. ALL ASSEMBLY AND ANCHOR BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN SECTION 8.1 OF THE AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", DATED JUNE 30, 2004.
 - F. FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
 - G. DO NOT OVER TORQUE ASSEMBLY BOLTS, GALVANIZING ON BOLTS, NUTS AND STEEL PARTS MAY ACT AS A LUBRICANT. THUS OVER TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK AND SNAP OFF.
 - H. PAL NUTS ARE TO BE INSTALLED AFTER NUTS ARE TIGHT AND WITH EDGE LIP OUT. PAL NUTS ARE NOT REQUIRED WHEN SEL-LOCKING NUTS ARE PROVIDED.
 - I. GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.
5. FABRICATION OF STEEL SHALL CONFORM TO THE AISC AND AWS STANDARDS AND CODES.
 - A. STRUCTURAL STEEL EXPOSED TO WEATHER SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PRIOR TO ASSEMBLY IN ACCORDANCE WITH ASTM-123 OR A-153, G90.
 - B. UPON COMPLETION OF ERECTION, INSPECT ALL GALVANIZED STEEL AND PAINT ANY FILED CUTS, WELDS OR GALVANIZED BREAKS WITH (2) COATS OF ZINC-RICH COLD GALVALUME PAINT.
6. EXECUTION:
 - A. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS), D1.1-2005 "STRUCTURAL WELDING CODE-STEEL".
 - B. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, LRFD, 13TH EDITION.
 - C. UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 1. STRUCTURAL STEEL, ASTM DESIGNATION A36.
 2. ALL BOLTS, ASTM A325 TYPE 1 GALVANIZED HIGH STRENGTH BOLTS.
 3. ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.
 4. ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.
 - D. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATION MANUAL FOR STEEL CONSTRUCTION, LRFD, 13TH EDITION.
 - E. HOLES SHALL NOT BE FLAME CUT THROUGH STEEL.
 - F. HOT-DIP GALVANIZE ALL ITEMS UNLESS OTHERWISE NOTED, AFTER FABRICATION WHERE PRACTICABLE. GALVANIZING: ASTM A123, ASTM, A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.
 - G. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED, WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS IN STICK OR PASTE: SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.

CONC. AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, U.N.O.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

| | |
|--|-----------|
| CONCRETE CAST AGAINST EARTH..... | 3 IN. |
| CONCRETE EXPOSED TO EARTH OR WEATHER: | |
| #6 AND LARGER..... | 2 IN. |
| #5 AND SMALLER & WWF..... | 1 1/2 IN. |
| CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND: | |
| SLAB AND WALLS..... | 3/4 IN. |
| BEAMS AND COLUMNS..... | 1 1/2 IN. |
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, U.N.O. IN ACCORDANCE WITH ACI 301 SECTION 4.2.4. ALL EXPOSED EDGES SHALL BE RUBBED SMOOTH.
6. ALL EXPOSED CONCRETE SURFACES SHALL BE RUBBED SMOOTH AFTER REMOVAL OF FORMS.
7. A 6-MIL POLYETHYLENE VAPOR BARRIER SHALL BE INSTALLED BETWEEN GRADE AND FOUNDATION.



As-Built

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC.
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:

WEST MIDWEST CITY

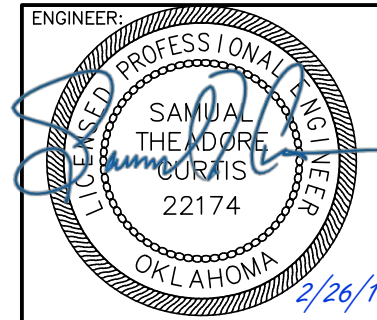
SITE NUMBER:

OK1074

SITE ADDRESS:

300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:



| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE:

GENERAL NOTES

| | | |
|---------------|------------|-----------|
| SHEET NUMBER: | PROJECT #: | REVISION: |
| GN2 | OK1074 | 0 |
| BY: | CKD BY: | |
| JWM | JWM | |

10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final_Zoning_Drawings.dwg - Sheet:GN2 - User: brim.heimbach - Feb 26, 2018 9:25am



ANTENNA CABLE AND ACCESSORY NOTES AND REQUIREMENTS:

1. GENERAL: PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR RECEIVING, CONNECTIONS AT THE BASE TRANSMISSION SYSTEM (BTS). THIS SHALL INCLUDE ALL EQUIPMENTS SHOWN OR REQUIRED FOR A COMPLETE OPERATING SYSTEM, ANTENNA, ANTENNA CABLES, CONNECTORS, AND FITTING SHALL BE THIRD PARTY FURNISHED COMPONENTS AS SHOWN ON THE BILL OF MATERIALS
2. MATERIALS:
 - 2.1. ANTENNA CABLES: AS SCHEDULED
 - 2.2. ANTENNA CONNECTORS: AS SCHEDULED
 - 2.3. CABLE HANGERS: INSTALLED A MAXIMUM 4' SPACING
 - 2.4. GROUND KITS-AS SPECIFIED
3. INSTALLATION:
 - 3.1. ANTENNA CABLE LENGTHS SHALL BE FIELD MEASURED. INSTALLER SHALL NOTIFY AT&T PRIOR TO PURCHASE OF CABLES OF THE OVERALL LENGTH REQUIRED.
 - 3.2. CABLES SHALL BE LABELED IN ACCORDANCE WITH AT&T ELECTRICAL MATERIALS AND METHODS SPECIFICATIONS.
 - 3.3. ALL CABLE CONNECTIONS OUTSIDE SHALL BE COVERED WITH WEATHERPROOFING TAPE.
 - 3.4. THE MINIMUM BENDING RADIUS FOR ALL ANTENNA CABLES SHALL BE AS SHOWN BELOW OR PER THE MANUFACTURER, WHICHEVER IS MORE CONSERVATIVE:

| CABLE | IN AIR OR CABLE TRAY | IN CONDUIT |
|--------|----------------------|------------|
| 1/2" | 5" | 10" |
| 7/8" | 10" | 18" |
| 1 5/8" | 20" | 28" |
 - 3.5. CABLES SHALL BE INSTALLED WITH THE MINIMUM NUMBERS OF BENDS. CABLE SHALL NOT BE LEFT UN-TERMINATED IN THE FIELD.
 - 3.6. GROUND KITS- AFTER INSTALLATION OF GROUND STRAPS, THE CONNECTIONS SHALL BE MADE WEATHER TIGHT USING WEATHERPROOF KITS AS IDENTIFIED ABOVE. GROUND PIGTAILS SHALL BE BROUGHT OUT IN THE DOWNWARD DIRECTION FROM THE CONNECTION TO THE ANTENNA CABLE WITHOUT ANY SHARP BENDS (MINIMUM RADIUS 10") AND CONNECTION SHALL BE MADE TO GROUNDING SYSTEM.

VENDOR:

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:

SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
WEST MIDWEST CITY

SITE NUMBER:
OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

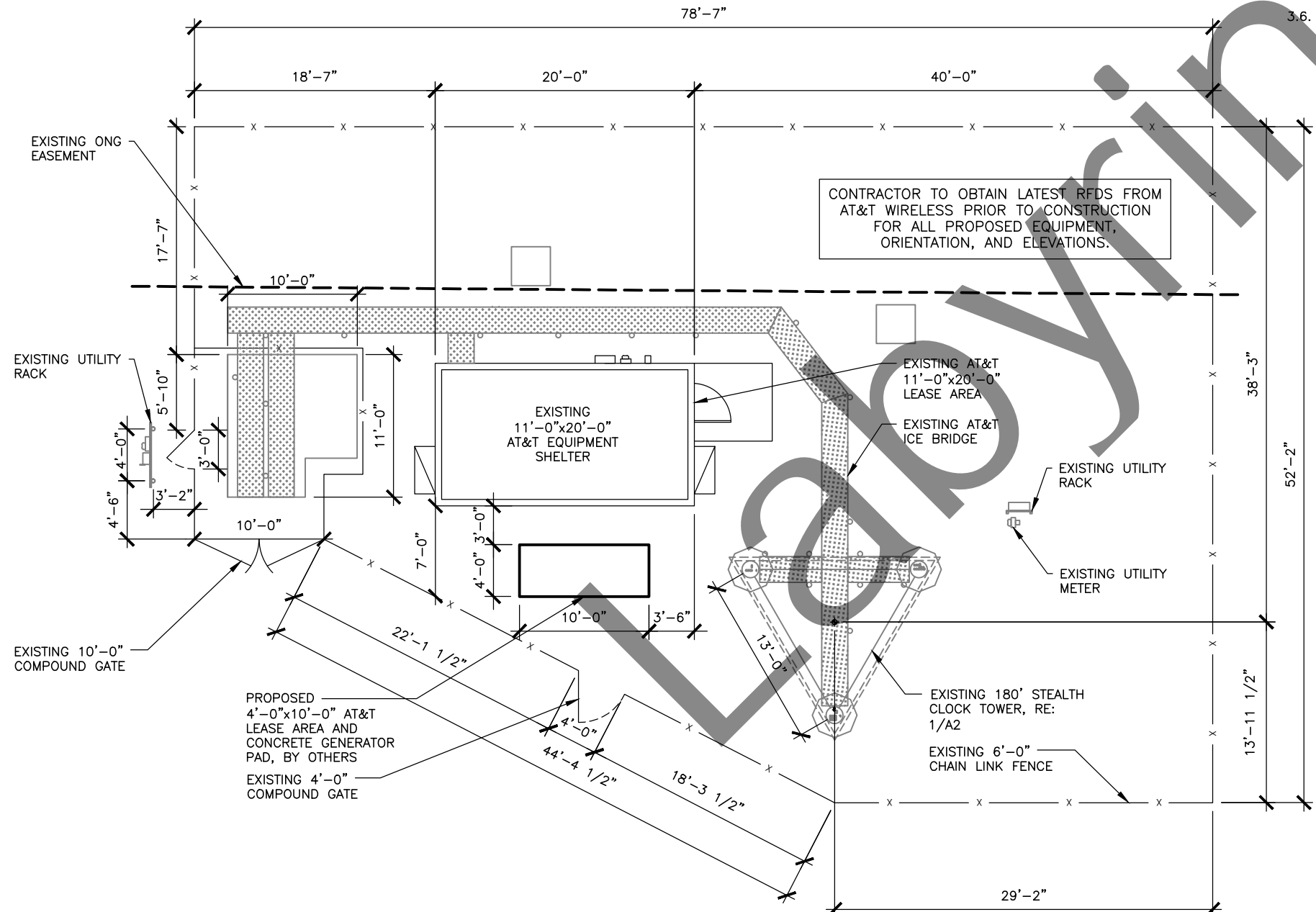
ENGINEER:

| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER: **A1** PROJECT #: **OK1074** REVISION: **0**

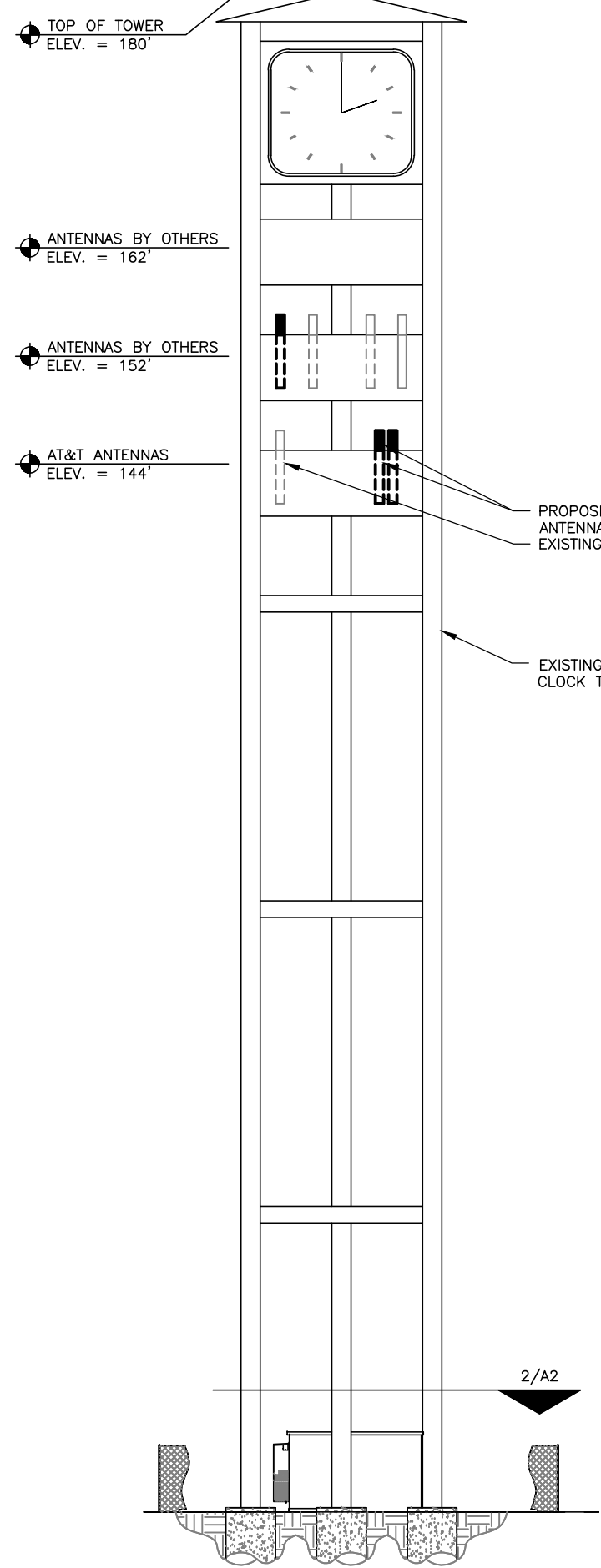
BY: JWM CKD BY: JWM



1 COMPOUND PLAN

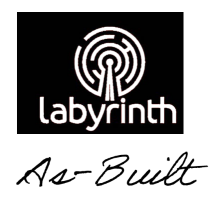


10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final.Zoning.Drawings.dwg - Sheet:A1 - User: brian.heimbach - Feb. 26, 2018 - 9:25am



THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS. (TOWER BY OTHERS)

CONTRACTOR TO OBTAIN LATEST RFDS FROM AT&T WIRELESS PRIOR TO CONSTRUCTION FOR ALL PROPOSED EQUIPMENT, ORIENTATION, AND ELEVATIONS.



VENDOR:

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

BRANCH COMMUNICATIONS
A SOLUTIONS PROVIDER
BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:

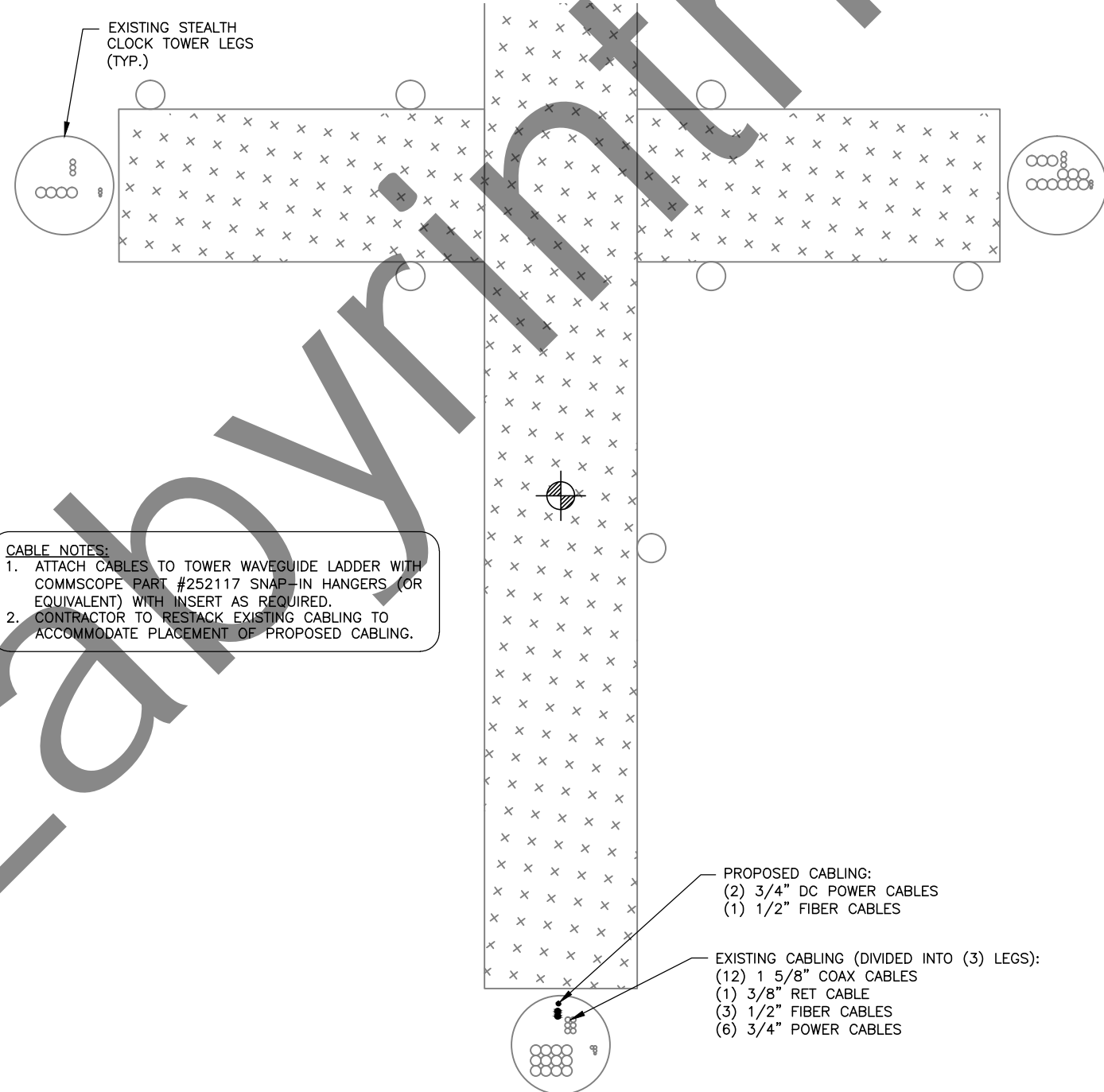
SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
WEST MIDWEST CITY

SITE NUMBER:
OK1074

SITE ADDRESS:
300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:



CABLE NOTES:
1. ATTACH CABLES TO TOWER WAVEGUIDE LADDER WITH COMMSCOPE PART #252117 SNAP-IN HANGERS (OR EQUIVALENT) WITH INSERT AS REQUIRED.
2. CONTRACTOR TO RESTACK EXISTING CABLING TO ACCOMMODATE PLACEMENT OF PROPOSED CABLING.

PROPOSED CABLING:
(2) 3/4" DC POWER CABLES
(1) 1/2" FIBER CABLES

EXISTING CABLING (DIVIDED INTO (3) LEGS):
(12) 1 5/8" COAX CABLES
(1) 3/8" RET CABLE
(3) 1/2" FIBER CABLES
(6) 3/4" POWER CABLES

1 TOWER ELEVATION
SCALE: N.T.S.

2 TRANSMISSION LINE DIAGRAM
SCALE: N.T.S.

| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE:
TOWER ELEVATION, ORIENTATION & DETAILS

SHEET NUMBER: **A2** PROJECT #: **OK1074** REVISION: **0**

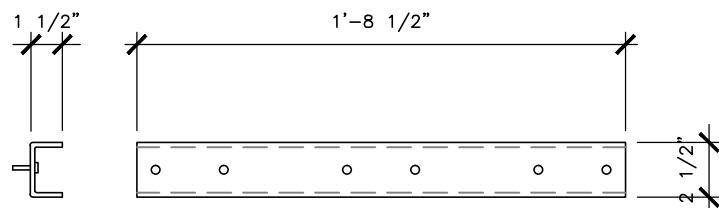
BY: **JWM** CKD BY: **JWM**

10006289.AE01.1700918.3152A0D31J.OK1074.LTE.6C.Final Zoning Drawings.dwg - Sheet:A2 - User: brian.heimbach - Feb. 26, 2018 - 9:25am

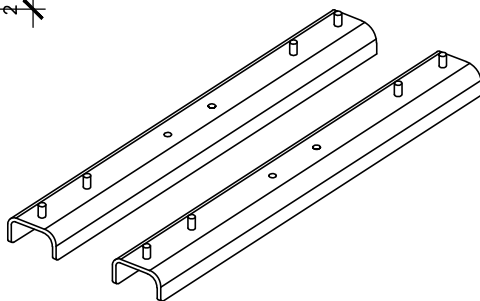
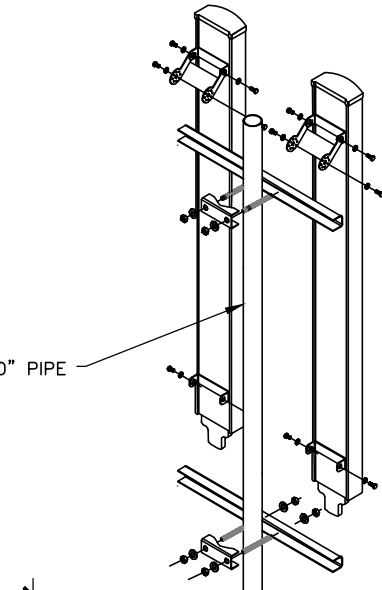
KATHREIN 85010087 PANEL MOUNTING KIT

DIMENSIONS HxWxD in (mm):
1.34"x20.354"x2.84" (34x517x58mm)

WEIGHT:
3.3 KG



PROPOSED 9'-0" PIPE

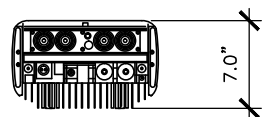
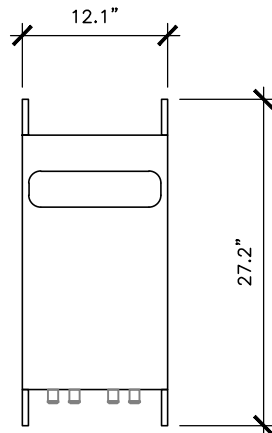


1 KATHREIN 85010087 ANTENNA MOUNT SYSTEM
SCALE: N.T.S.

ERICSSON RRUS-32 B66

DIMENSIONS HxWxD in (mm):
27.2"x12.1"x7.0" (690x306x178mm)

WEIGHT:
53 lbs

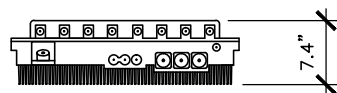
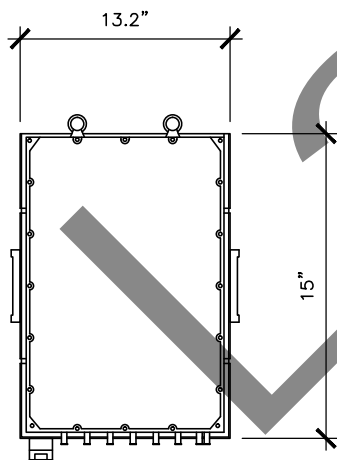


4 ERICSSON RRUS-32 B66 DETAIL
SCALE: N.T.S.

ERICSSON RRU4478 B14

DIMENSIONS HxWxD:
15"x13.2"x7.4"

WEIGHT:
60 lbs



5 ERICSSON RRU4478 B14 DETAIL
SCALE: N.T.S.

2 3/8" O.D. PIPE

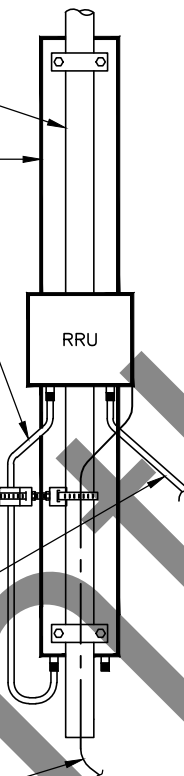
PROPOSED AT&T ANTENNA

1/2" COAX JUMPERS FROM RRU TO ANTENNA

JUMPER SUPPORT STAND-OFF WITH CUSHION HANGERS OR STEEL BRACKET WITH SNAP-IN HANGER

FIBER JUMPER TO SQUID

#6 AWG GREEN INSULATED GROUND CABLE FROM RRU TO GROUND BAR



2 ANTENNA MOUNT DETAIL
SCALE: N.T.S.

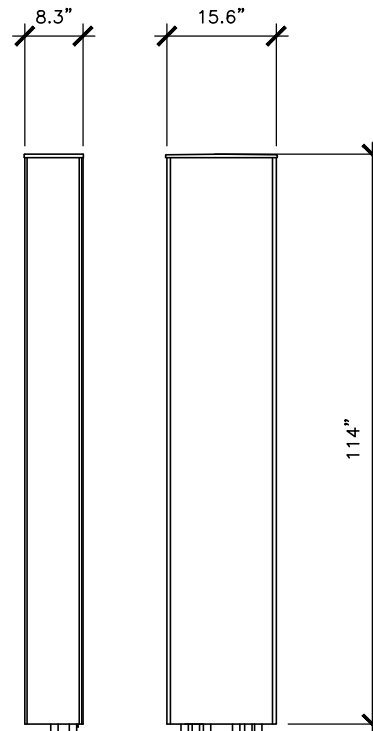
KATHREIN 800 10799

RADOME MATERIAL:
PVC, UV RESISTANT

RADOME COLOR:
LIGHT GRAY

DIMENSIONS HxWxD in (mm):
114"x15.6"x8.3"
(2896x397x212mm)

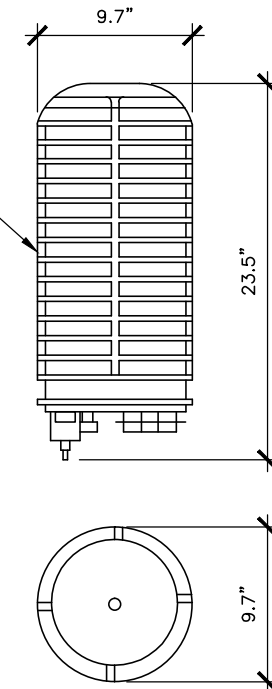
WEIGHT:
112.9 lbs



6 80010799 ANTENNA DETAIL
SCALE: N.T.S.



As-Built



RAYCAP DC6-48-60-18-8F DC SURGE SUPPRESSION SOLUTION SYSTEM

3 SURGE UNIT DETAIL
SCALE: N.T.S.

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



BRANCH COMMUNICATIONS
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS SERVICES, LLC.
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:

WEST MIDWEST CITY

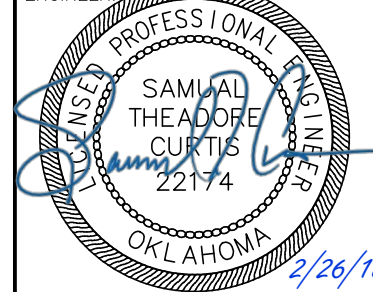
SITE NUMBER:

OK1074

SITE ADDRESS:

300A WEST MID AMERICA BLVD.
MIDWEST CITY OK 73110

ENGINEER:



| NO | DATE | DESCRIPTION | BY |
|----|---------|--------------|-----|
| A | 9/18/17 | PRELIM ISSUE | JWM |
| | | | |
| | | | |

SHEET TITLE: **ANTENNA AND EQUIPMENT DETAILS**

| | | |
|-------------------------|--------------------------|--------------------|
| SHEET NUMBER: A3 | PROJECT #: OK1074 | REVISION: 0 |
| BY: JWM | CKD BY: JWM | |



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: September 24, 2024

Subject: Discussion, consideration and possible action on a Resolution authorizing the issuance of not to exceed \$2,252,000.00 Midwest City Municipal Authority Clean Water SRF Promissory Note, Series 2024; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.

The Oklahoma Water Resources Board has selected one of several eligible wastewater projects to receive a 100% Principal Forgiveness Loan through the Clean Water State Revolving Fund (CWSRF). The Midwest City Municipal Authority's selected project will be directed toward a study to determine if the Midwest City Water Resources Recovery Facility could be a source of microplastics and recommend treatment process modifications to minimize the discharge of these pollutants to the environment.

The following resolution is required as part of the loan application process.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT CITY HALL, 100 NORTH MIDWEST BOULEVARD, MIDWEST CITY, OKLAHOMA, ON THE 24TH DAY OF SEPTEMBER 2024, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regularly scheduled meetings of the Authority for the calendar year 2024 having been given to the City Clerk of Midwest City, Oklahoma, and public notice and agenda of this meeting having been posted in prominent view on the doors to the City Hall, 100 N Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, a Resolution was introduced and read in full and considered by sections. Upon motion of Trustee _____, seconded by Trustee _____, the Resolution was finally passed with the following vote:

AYE:

NAY:

THEREUPON, the Resolution was signed by the Chairman of Trustees of the Authority and attested and sealed with the seal of the Authority by the Secretary of Trustees and is as follows:

RESOLUTION #

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,252,000.00 MIDWEST CITY MUNICIPAL AUTHORITY CLEAN WATER SRF PROMISSORY NOTE, SERIES 2024; APPROVING A LOAN AGREEMENT, PROMISSORY NOTE, SECURITY AGREEMENT, AND SALES TAX AGREEMENT; AND AUTHORIZING SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AUTHORIZING THE SALE OF THE NOTE TO THE OKLAHOMA WATER RESOURCES BOARD AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Midwest City Municipal Authority (the "Authority") was created by a Trust Indenture dated as of July 23, 1968, as amended (the "Trust Indenture"), for the use and benefit of the City of Midwest City, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes, Section 176 to 180.3, inclusive, as amended and supplemented, and other applicable statues of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the wastewater system leased to the Authority by the City, it will issue its Clean Water SRF Promissory Note, Series 2024 (the "Note"), in the aggregate principal amount of not to exceed \$2,252,000.00; and

WHEREAS, the Authority has determined in connection with the issuance of the Note that Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, as Bond Counsel (the "Bond Counsel") and BOK Financial Securities, Inc., as financial advisors (the "Financial Advisor"), provide necessary bond counsel services and financial advisory services to the Authority in connection with the issuance of the Note;

WHEREAS, there has been presented to this meeting a form of Loan Agreement, Note, Security Agreement, and Sales Tax Agreement (collectively the "Loan Documents"), each between the Authority and the Oklahoma Water Resources Board ("OWRB") authorizing and providing for the issuance of and security for the Note.

BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

Section 1. The general counsel, Bond Counsel, Financial Advisor, and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the application for loan to the Oklahoma Water Resources Board and for the sale, issuance and delivery of the Note.

Section 2. The forms of Loan Documents presented to this meeting be, and hereby are approved, and the Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized, directed and empowered

to execute and deliver in the name of the Authority the Loan Documents and other documents and agreements in said forms and containing substantially the terms and provisions as shall be approved by the officers executing the Loan Documents and other documents and agreements, the execution thereof by such officers being conclusive evidence of such approval, and to execute and deliver in the name and on behalf of the Authority all documents, closing papers, certificates and such other documents as are necessary to accomplish the issuance and sale of the Note.

Section 3. The signatures of the officers of the Authority appearing on the Loan Documents and documents and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the Authority.

Section 4. The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized and empowered for and on behalf of the Authority, to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the Loan Documents and any contracts, documents, or instruments executed and delivered in connection with the issuance of the Note, and to effect the purposes thereof and to consummate the transactions contemplated thereby.

Section 5. It is hereby determined to be necessary and in the best interest of the trust estate that the Note be issued in the aggregate principal amount of not to exceed \$2,252,000.00, the exact principal amount thereof, the maturity date thereof, not to exceed twenty-five (25) years, and the average rate of interest thereon, not to exceed 7.00% per annum, to be determined by the Chairman or Vice Chairman of Trustees of the Authority as set forth in the Note. It is further hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and sold to the OWRB at a price equal to one hundred percent (100%) of the principal amount thereof and the issuance and sale of the Note is hereby specifically approved.

ADOPTED the 24th day of September, 2024.

ATTEST:

Chairman of Trustees

Secretary of Trustees

(SEAL)

Approved as to Form:

Authority Counsel

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

I, the undersigned, the duly qualified and acting Secretary of Trustees of Midwest City Municipal Authority hereby certify that the foregoing is a true, correct and complete copy of a Resolution of the Trustees of the Authority held on the date therein stated as the same appears in the minutes of said meeting on file in my office as a part of the official records thereof.

I further certify that a true and complete copy of the schedule of regularly scheduled meetings of the Authority for calendar year 2024 attached hereto as Exhibit "A" was filed in the office of the City Clerk of Midwest City, Oklahoma.

I further certify that a true and correct copy of the Agenda attached hereto as Exhibit "B" was posted in prominent public view at the City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sunday, and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

WITNESS my hand and seal of said Authority this 24th day of September, 2024.

Secretary of Trustees

(SEAL)



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Chairman and Trustees

FROM : Brandon Bundy, P.E., Director

DATE : September 24, 2024

SUBJECT : Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000.

This type of agreement is new to Midwest City but is regularly used in other cities across the metro. It will allow for City staff to quickly engage this consultant with a work-order type arrangement on projects that either have a tight timeline or are small in nature. The City Manager will have the ability to sign all task orders under \$100,000 and any task orders higher than that amount will come back to City Council.

Previously, the City would do selections for each individual project; a sometimes consuming process. The agreement will be for a term of 1 year with ability to renew for additional years.

City staff published a Request for Qualification (RFQ) in August of this year for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 4 Engineering firms, 1 Survey, and 1 Architecture to pursue engineering agreements.

The agreement itself does not obligate any funding but each task order will be encumbered with the appropriate project number. This action will be replicated before the following authorities to allow for flexibility in funding of the individual task orders:

- Midwest City Memorial Hospital Authority
- Midwest City Municipal Authority
- Midwest City Economic Development Authority

For selection, staff present determined which firms have done successful projects with the City and who we felt was most prepared and reliable for future work. There was also consideration for what is already contracted. Staff wanted to spread the work around and diversify where possible so as not to overload any one firm. We also agreed to structure the selected civil consultants into the following sub categories which follows what we feel comfortable as their principal specialty:

Roadway: SRB

Utility: LMRK and Plummer

Drainage: Meshek

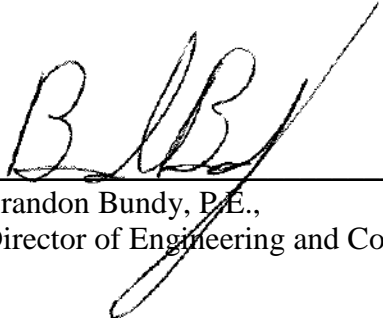
For Utility projects, we plan to rotate task orders between LMRK and Plummer. For those projects that don't fit neatly into one of the sub-categories; staff will need to make the determination based on the majority of the work.

There are a number of small projects in this year's budget which will be tasked to these awarded firms. As an example:

- Sooner Road RR Crossing Repair
- Resurface Shared CL Roads
- Drainage Infrastructure Repairs
- Reno Water Line Air Depot to Midwest Blvd
- Midwest Blvd Water Line RR NE 16th to NE 23rd
- Handicapped BR Remodel

The intent of the function of these agreements are as follows:

- A project which needs professional consultations is identified.
- The appropriate staff contacts the necessary on-call professional already under contract with an identified scope of work.
- The on-call professional then prepares a task order which will detail the number of hours to complete the task. The billable hours will be set by this agreement.
- The task order is negotiated between the appropriate staff and the on-call professional. Once mutual agreement on the task order; it will be taken to City Manager for execution and then subsequent encumbrance.
- After encumbrance; the on-call professional will receive the executed task order and work will begin.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC

And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Johnson and Associates, LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Survey; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC

And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by **Service Provider**’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this **Agreement** together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s Team**”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon. The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment "C"**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tyler Muzny

Johnson and Associates, LLC

1 E. Sheridan Ave, Suite 200

Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

**THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: Johnson and Associates, LLC

By:

Name:

Title:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____
day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____
day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

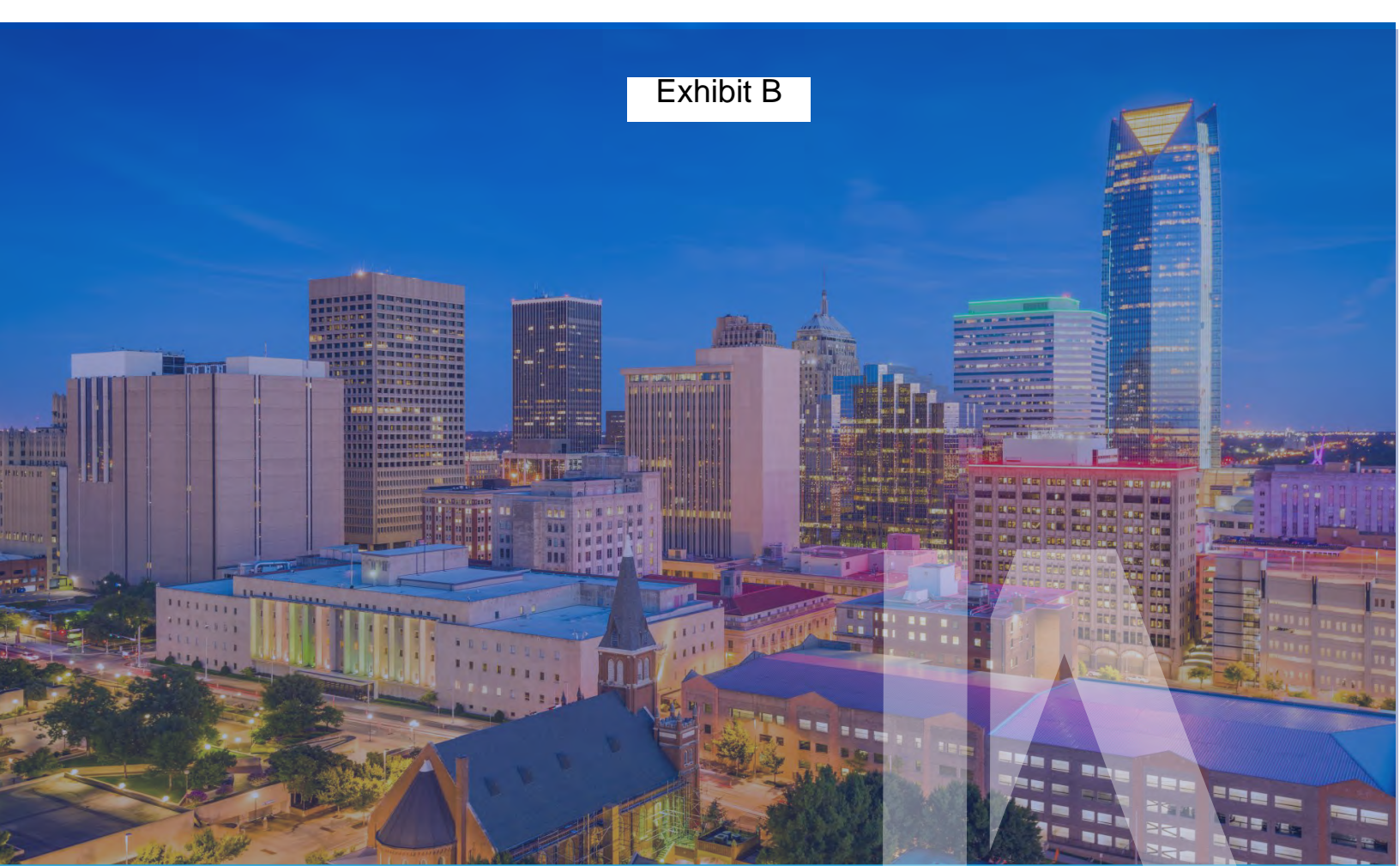
Exhibit A



Johnson & Associates, LLC
Billing Rate(s)
Effective January 2, 2024

| | |
|--------------------------------------|----------|
| <i>Principal Engineer</i> | \$240.00 |
| <i>Director of Engineering</i> | \$210.00 |
| <i>Hydraulic Engineer</i> | \$210.00 |
| <i>Professional Engineer</i> | \$195.00 |
| <i>Staff Engineer</i> | \$150.00 |
| <i>CAD Operator</i> | \$110.00 |
| <i>Engineering Intern/Technician</i> | \$95.00 |
| <i>Registered Inspector</i> | \$120.00 |
| <i>Inspector</i> | \$95.00 |
| <i>Principal Surveyor</i> | \$200.00 |
| <i>Professional Land Surveyor</i> | \$165.00 |
| <i>Survey Coordinator</i> | \$145.00 |
| <i>Survey Technician</i> | \$120.00 |
| <i>Survey Crew</i> | \$185.00 |
| <i>Principal Planner</i> | \$180.00 |
| <i>Senior Planner</i> | \$160.00 |
| <i>Project Planner</i> | \$130.00 |
| <i>Planning Intern/Technician</i> | \$95.00 |
| <i>Administration</i> | \$80.00 |

Exhibit B



CIVIL ENGINEERING URBAN PLANNING SURVEY SERVICES

JA
JOHNSON & ASSOCIATES

1 E. SHERIDAN • SUITE 200
OKLAHOMA CITY, OK 73104

FIRM BACKGROUND & EXPERIENCES

Johnson & Associates L.L.C. (J&A) began in 1988 with just a few passionate people committed to providing a higher level of engineering and surveying services. To us, that meant providing smart, innovative solutions to clients' needs with the promise that we don't just close the job when the work is done. We're often on the phone and in the field long after the project is finished.

Today, we are a full-service engineering, planning and surveying company with expertise in land development, transportation, utilities, hydraulics and hydrology, planning, technical assistance, construction inspection and administration, and land, title and construction surveying throughout the Midwest and across the nation. With more than 78 people on staff, our team is diverse and responsive – establishing Johnson & Associates as a trusted partner who can deliver quality solutions with greater attention to detail and much quicker turnaround times.



ENGINEERING

- CIVIL DESIGN
- SITE DEVELOPMENT
- WATER DISTRIBUTION SYSTEMS

SURVEYING

- LAND DEVELOPMENT SERVICES
- TOPOGRAPHIC SERVICES
- AERIAL IMAGING

URBAN PLANNING

- LAND USE / ZONING & PERMITTING
- SITE MASTER PLANNING
- MUNICIPAL CONSULTING
- URBAN DESIGN
- COMPREHENSIVE PLANNING
- PUBLIC ENGAGEMENT

TRAFFIC ENGINEERING & PLANNING

- TRAFFIC COUNTING & PROCESSING
- TRAFFIC IMPACT STUDIES
- SIGNAL WARRANT ANALYSIS
- TRAFFIC SIGNAL, INTERSECTION DESIGN
- TRAFFIC CONTROL PLAN GENERATION

UTILITY EXPLORATION

- PRIVATE UTILITY LOCATES
- UTILITY MAPPING
- HYDRIC EXCAVATION

STORMWATER ANALYSIS & DESIGN

- HYDRAULIC & HYDROLOGY ANALYSIS
- FLOOD STUDIES
- DRAINAGE DESIGN
- PERMITTING

CONSTRUCTION SUPERVISION

- SITE REPRESENTATION
- CONTRACT / CONSTRUCTION ADMINISTRATION
- CONSTRUCTION INSPECTION
- PROJECT DOCUMENTATION



PROJECT HIGHLIGHTS

Chesapeake Energy Main Campus
Engineering & master planning of the Chesapeake Energy main campus

Bricktown Entertainment District/Canal Waterways
bridges, landscaping, fountain plaza, paths, & more

Rivendell Subdivision
All aspects of civil engineering for this upper end residential project

YEARS OF EXPERIENCE 46 Years in the civil engineering field

EDUCATION BS in Civil Engineering, California State Polytechnic University, 1976

REGISTRATION Professional Engineer: OK, AR, AZ, CO, KS, MD, MI, MO, NM, OH, TN, TX, VA

PROFESSIONAL ORGANIZATIONS

Downtown OKC BID Advisory Board
Urban Land Institute (ULI) Advisory Board
OMCA Board of Directors
Advisory Committee to the City of OKC Planning Commission
Advisory Committee to the City of OKC Public Works Department Specification Review / Update
Building Code Review Committee

WORK EXPERIENCE

JOHNSON & ASSOCIATES

President / Principal

March 1988 – Present

Mr. Johnson manages all aspects of Johnson & Associates, a civil engineering, surveying, and planning firm located in Oklahoma City. Johnson & Associates works in all aspects of civil engineering, and specializes in hydraulics & hydrologic studies, master planning, large various planning functions nationwide.

LHE, PA.

President / Owner

June 1986 – March 2009

Mr. Johnson owned and managed LHE, PA., a civil engineering and surveying company in Overland Park, Kansas. LHE, PA. served the Kansas City Metropolitan Area, along with projects throughout Kansas, Missouri, and Arkansas. LHE, PA. performed all types of civil engineering, including design, inspection, planning, and surveying.

SMITH-ROBERTS-JOHNSON & ASSOCIATES

Vice President / Co-Owner

July 1981 – March 1988

Mr. Johnson acted as the principal-in-charge of all production work for this Oklahoma City civil engineering firm. Timothy worked primarily with the private sector, various municipalities, and the State of Oklahoma. Smith-Roberts-Johnson & Associates performed all types of civil engineering design.

THE CITY OF OKLAHOMA CITY

Senior Civil Engineer

July 1976 – July 1981

Mr. Johnson was responsible for the water utility design for the Community Development Department, Engineering Division of the City of Oklahoma City. During Timothy's tenure, the 1981 Pitometer Study was being updated, and all water coordination was done through Mr. Johnson's office.





PROJECT HIGHLIGHTS

First National Center *Five-page multi-layer survey*

Producer's Coop *Seven-page ALTA survey produced in under 30 days*

Atoka Water Line *50-mile topographic & section boundary survey*

EDUCATION

AAS in Civil/Surveying Technology, Oklahoma State University–OKC, 2008-2009

AS in Pre-Engineering, Oklahoma City Community College, 2006-2008

REGISTRATION Licensed Professional Land Surveyor – 2012

PROFESSIONAL ORGANIZATIONS Oklahoma Society of Land Surveyors

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Principal Licensed Professional Land Surveyor

January 2018 – Present

As a Principal at Johnson & Associates, Mr. Johnson aids in business management, as well as manages the survey department office personnel and field crews. His duties include utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits. Additionally, Mr. Johnson reviews title commitments and performs research in various counties across Oklahoma. Matthew regularly communicates with clients, title companies, and attorneys to ensure that the surveys and information produced were accurate and met all requirements.

Licensed Professional Land Surveyor

January 2013 – December 2017

In this role, Mr. Johnson performed all the duties of his current position, with the exception of his current business management duties. During this time, Matthew was instrumental in the development of using aerial unmanned aircraft to produce and analyze survey data from the air.

Land Survey Technician

June 2008 – December 2012

Working from J&A Headquarters under the direct supervision of a professional land surveyor, Mr. Johnson was responsible for operating CAD and other surveying software. His duties included analyzing field data, aiding in creating and resolving property boundaries, writing legal descriptions, reviewing title commitments, and creating ALTA/ACSM land title, boundary, elevation, and topographic surveys, as well as various types of exhibits. Additionally, Mr. Johnson's duties included researching jobs in various counties across Oklahoma.

Land Survey Crew Member

June 2005 – May 2008

Mr. Johnson was part of a field crew responsible for operating various types of land surveying equipment. Matthew's duties included recording notes and data utilized to create ALTA/ACSM land title, boundary, and topographic surveys.

**PROJECT HIGHLIGHTS****FIRST NATIONAL CENTER****MAPS 3 OKC STREETCAR****CHESAPEAKE CAMPUS****WORK EXPERIENCE****JOHNSON & ASSOCIATES****Survey Coordinator**

2011 – Present

As survey coordinator, James is responsible for scheduling all field crews, reviewing architectural, civil and structural plans by internal projects as well as those submitted by outside contractors, and prepare plans for field crews.

Survey Tech

2008 – 2011

James was responsible for supporting land surveyors through Auto CAD; assisting on land survey exhibits, legal descriptions, topographic surveys, and ALTA surveys. He also assisted with civil plan reviews and construction calculations, property research, and prepped field work for survey crews.

Instrument Man

2007 – 2008

James began his role at the company preparing field equipment for field survey-related tasks. His skills and abilities and dedication to the job quickly earned him recognition and promotion within the team.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION BS in Geomatics Engineering, California State University Fresno

REGISTRATION Licensed Professional Land Surveyor – California

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Professional Land Surveyor

December 2023 – Present

Mr. Patten has several duties at a PLS including utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits.

REGGERI-JENSEN-AZAR

Associate Surveyor

July 2020 – November 2023

Mr. Patten oversees one office survey technician and supervise five field survey personal. His main role is office surveying for a broad range of surveys.

Creation of new photogrammetric drone program for survey department.

Creation of mapping for land subdivisions, including parcel maps, final maps and plat and legal descriptions.

CALIBRE CONSULTING

Surveyor

July 2018 – June 2020

Assistant to department lead. Oversaw two survey team members within the company. Remained the lead project surveyor of Auckland City Rail Link Subsection C1 until tunnel completion.

DOWNER GROUP

Senior Survey Technician

January 2018 – July 2018

Lead project surveyor for Auckland City Rain Rink C1 Project until position moved to Calibre Consulting. Experience in open pit, underground tunneling and inter-city surveying.

REGGERI-JENSEN-AZAR

Assistant Surveyor

June 2014 - January 2018

Assistant to Licensed Surveyor gaining direct experience on the fundamentals of Land Development surveying.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION AAS in Surveying Technology, Oklahoma State

REGISTRATION Licensed Professional Land Surveyor - Oklahoma

WORK EXPERIENCE

JOHNSON & ASSOCIATES**Licensed Professional Land Surveyor**

January 2024 – Present

Joining J&A, Mr. Murphy now assists Matt Johnson with the research & preparation of various land title, topographic & boundary surveys. including: preparing field packets, reviewing & processing field data, resolving boundaries, preparing legal descriptions, exhibits & survey plats.

COWAN GROUP ENGINEERING**Survey Division Manager**

February 2023 – January 2024

As survey division manager, Mr. Murphy's duties expanded to overseeing both office personnel and field crews, working closely with the ownership group to develop the survey department, creating a new project management system, preparing educational presentations about land surveying & the department, and resolve day-to-day issues.

DODSON-THOMPSON-MANSFIELD**Field Manager /SURVEY TECHNICIAN**

December 2017 - February 2023

After becoming licensed and taking over the management of field operations, Mr. Murphy's duties & responsibilities expanded to include overseeing 4 field crews' daily operations, preparing packets for & scheduling projects for field work, maintaining company equipment & supply inventory, training & mentoring field crew members, reviewing incoming field data, pursuing new innovations & adapting technologies into the company's workflow, and assist with new project proposals.

Working in both the office as a CAD technician and out in the field as a field technician under the direction of the professional land surveyors, Mr. Murphy's duties & responsibilities included some of the duties of his previous position, as well as processing incoming field data, drafting survey plats, resolving boundaries, reviewing title commitments, preparing legal descriptions, and collecting research for new projects.



UTILITY EXPLORATION



OUR UTILITY EXPLORATION DIVISION CAN HELP YOU **EXPOSE UNDERGROUND UTILITIES** WITH MINIMAL DISTURBANCE & RISK OF DAMAGING LINES, MAPPING THEM WITH **SUB-CENTIMETER ACCURACY**.

CODY EAKLE JAUE ENGINEERING TECHNICIAN
CODY@JAOKC.COM



- THE J&A NAME YOU KNOW
- THE SURVEY EXPERTISE TO BRING YOU MORE **ACCURATE REPORTING**
- A MORE SEAMLESS EXPERIENCE FROM EXPLORATION TO SURVEY
- COST EFFICIENCY
- RESPONSIVE & ADAPTABLE
- WE KNOW UTILITIES AND WE KNOW WHO TO CALL



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/24

| | | |
|---|--|---------------|
| PRODUCER Alexandria Newton 2524 N Broadway #557 Edmond, OK 73034 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Johnson and Associates, LLC 1 East Sheridan Avenue, Suite 200 Oklahoma City, OK 73104 | INSURER A: American National Insurance | |
| | INSURER B: Comp Source | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------------|--|---------------|----------------------------------|-----------------------------------|--|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 3501X0003 | 09/02/2024 | 09/02/2025 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 2,000,000 |
| | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 3501C0001 | 09/02/2024 | 09/02/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | 3501E0090 | 10/17/2024 | 10/17/2025 | EACH OCCURRENCE | \$ 9,000,000 |
| | | | | | AGGREGATE | \$ 9,000,000 |
| | | | | | | \$ |
| | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 03576878 24 1 | 06/01/2024 | 06/01/2025 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Midwest City
 100 N. Midwest Boulevard
 Midwest City, OK 73110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Alexandria Newton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and LMRK Engineering LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on **Attachment “B”** (“**Service Provider’s Team**”) without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment “A”** (“**Schedule of Fees / Rate Card**”).

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Reza Khakpour
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: LMRK Engineering

By: 

Name: Reza Khakpour

Title: President

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



Exhibit A - Schedule of Fees

LMRK hourly rate schedule,

| | |
|-------------------------------|----------|
| Senior Project Manager | \$175.00 |
| Senior Engineer / QC Engineer | \$165.00 |
| Design Engineer | \$135.00 |
| Senior Designer | \$110.00 |
| Designer | \$70.00 |
| Administrative | \$55.00 |

Exhibit B - LMRK Team

Your Team

**City of Midwest
City**

**Project Manager / Lead
Engineer**
Reza Khakpour, PE, CFM, DBIA

QA / QC
Seth Barkhimer, PE, CFM

CAD / GIS
Anthony Crain

CAD
Lobat Meftah

LMRK
ENGINEERING

DESCRIPTION OF PROPOSED TEAM

The LMRK team will be led by Reza Khakpour and will utilize drafting resources needed for each project. Our team will also use Mr. Barkhimer's services for quality control and as additional capacity.

Principal Contact

Reza Khakpour, PE, CFM, DBIA
Managing Engineer / CEO
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142
405.394.6649
reza&@lmrkengineering.com

Exhibit C - Insurance

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2024

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 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 ALLIANT INSURANCE SERVICES INC 38383820 3000 NW 149TH STREET OKLAHOMA CITY OK 73134 | CONTACT NAME: | | |
| | PHONE (405) 751-8356 (A/C, No, Ext): | FAX (A/C, No): | |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED LMRK ENGINEERING LLC 7212 NW 129TH ST OKLAHOMA CITY OK 73142-2544 | INSURER A : Hartford Underwriters Insurance Company | | 30104 |
| | INSURER B : Property and Casualty Insurance Company of Hartford | | 34690 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYYY) | LIMITS | |
|----------|---|-----------|---|---------------|-------------------------|---------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | EACH OCCURRENCE | \$1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$1,000,000 | |
| | | | MED EXP (Any one person) | | | | \$10,000 | |
| | | | PERSONAL & ADV INJURY | | | | \$1,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | BODILY INJURY (Per person) | | | | | |
| | | | BODILY INJURY (Per accident) | | | | | |
| | | | PROPERTY DAMAGE (Per accident) | | | | | |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 38 WEC BB5KFU | 12/12/2023 | 12/12/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | E.L. EACH ACCIDENT | | | | \$100,000 | |
| | | | E.L. DISEASE -EA EMPLOYEE | | | | \$100,000 | |
| A | Employment Practices Liability Insurance | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | Each Claim Limit | \$25,000 |
| | | | Annual Aggregate Limit | | | | \$25,000 | |

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

Those usual to the Insured's Operations. Reference: MWC - On-Call Prof. Services.

CERTIFICATE HOLDER

The City of Midwest City
100 N MIDWEST BLVD
MIDWEST CITY OK 73110

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

Susan S. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. The Service Provider shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, or intentional, acts or omissions of the Service Provider, its employees and its consultants in the performance of professional services under this Agreement. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Harris Wilson, PE

Meshek & Associates, LLC

2000 N Classen, No. E-250

Oklahoma City, OK 73106

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, subject to the standard of care, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Agreement, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

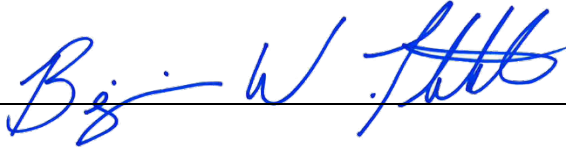
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Meshek & Associates, LLC

By: _____



Name: Ben Fletcher, PE, LSI

Title: Design Department Manager

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

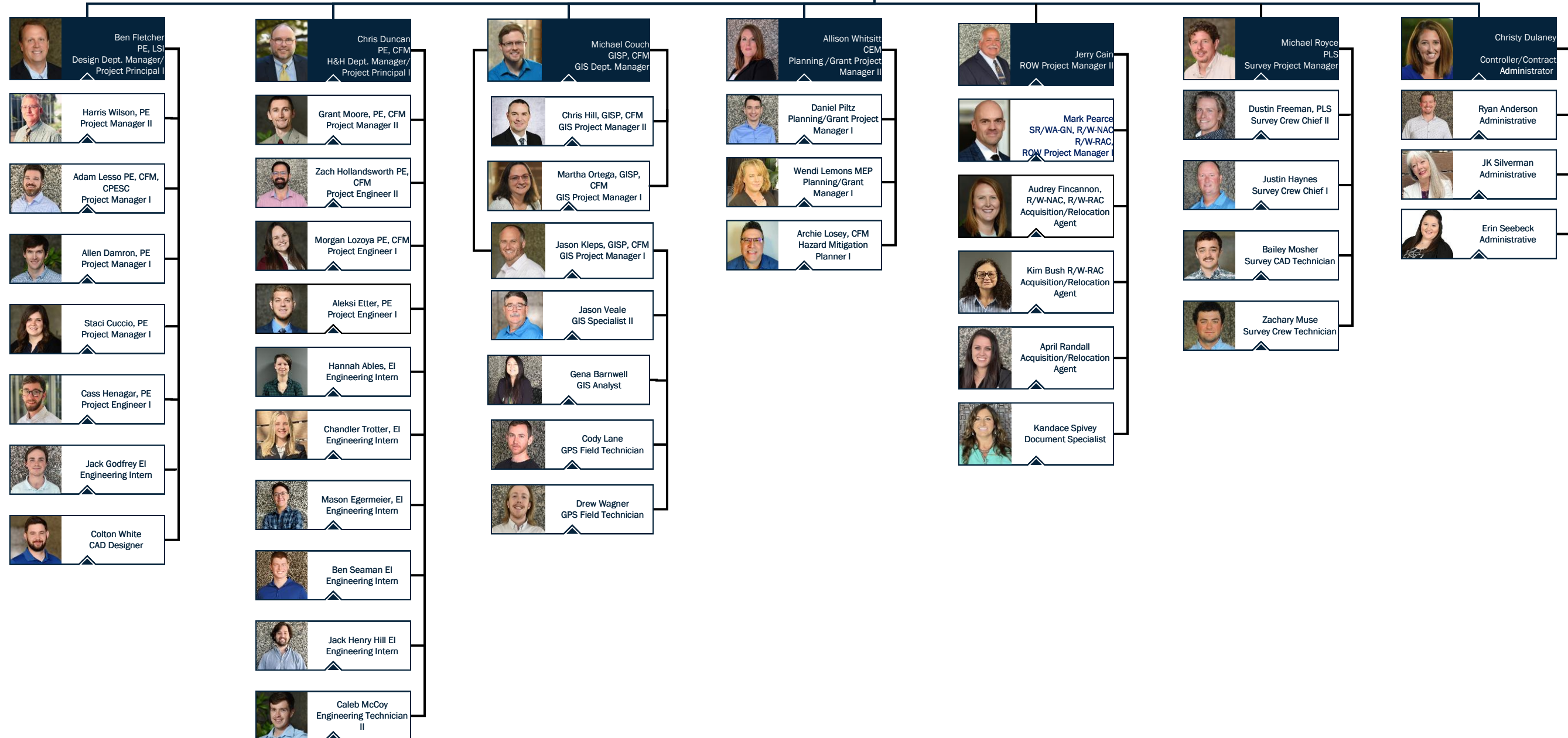


2024 Rate Schedule

| Allowance for Office Work | | | |
|---|-----------------------------|-----------------------------------|-----------|
| Project Principal II | \$ 325.00 | GIS Project Principal | \$ 240.00 |
| Project Principal I | \$ 300.00 | GIS Project Manager II | \$ 230.00 |
| Project Manager II | \$ 265.00 | GIS Project Manager I | \$ 185.00 |
| Project Manager I | \$ 190.00 | GIS Specialist II | \$ 145.00 |
| Project Engineer II | \$ 190.00 | GIS Specialist I | \$ 115.00 |
| Project Engineer I | \$ 135.00 | GIS Analyst | \$ 110.00 |
| Engineering Intern | \$ 130.00 | GIS Technician | \$ 95.00 |
| Engineering Technician II | \$ 125.00 | GPS Field Technician | \$ 85.00 |
| Engineering Technician I | \$ 100.00 | ROW Project Manager II | \$ 230.00 |
| CAD Designer | \$ 100.00 | ROW Project Manager I | \$ 210.00 |
| 3 Man Survey Crew | \$ 315.00 | Assistant ROW Project Manager | \$ 140.00 |
| 2 Man Survey Crew | \$ 215.00 | Acquisition/Relocation Agent | \$ 120.00 |
| Survey CAD Technician | \$ 95.00 | Real Estate Trainee | \$ 90.00 |
| Survey Crew Chief I | \$ 100.00 | Planning/Grant Project Manager II | \$ 205.00 |
| Survey Crew Chief II | \$ 130.00 | Planning/Grant Project Manager I | \$ 170.00 |
| Survey Crew Technician | \$ 85.00 | Planner II | \$ 135.00 |
| Survey Project Manager | \$ 205.00 | Planner I | \$ 125.00 |
| LiDAR Survey Crew | \$ 250.00 | Contract Administrator | \$ 210.00 |
| LiDAR Data Specialist | \$ 140.00 | Administrative | \$ 115.00 |
| Allowance for Travel | | | |
| Mileage | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current GSA Rate | | |
| Reproduction Costs | | | |
| 8-1/2"x11" print | \$ 0.15 | Billed per page printed | |
| 8-1/2"x14" print | \$ 0.20 | | |
| 11"x17" print | \$ 0.30 | | |
| Black and White Plots | \$ 5.00 | | |
| Color Plot | \$ 8.00 | | |
| Mylars | \$ 13.00 | | |
| Miscellaneous Outside Expenses and Fees | | | |
| Outside Direct Project Expenses | Passthrough at Cost | | |
| Subconsultant Services | Cost plus 5% management fee | | |

MESHEK & ASSOCIATES, LLC

ATTACHMENT B





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022 | CONTACT NAME: Cherie Crumley PHONE (A/C. No. Ext): 678.824.8554 FAX (A/C. No): 678.824.8554 E-MAIL ADDRESS: greylingcerts@greyling.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|
| INSURED Meshek & Associates, LLC 1437 South Boulder Avenue, Ste. 1550 Tulsa OK 74119 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company, Ltd.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Sentinel Insurance Company, Ltd. | 11000 | INSURER B : Twin City Fire Insurance Company | 29459 | INSURER C : Travelers Casualty and Surety Company | 19038 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Sentinel Insurance Company, Ltd. | 11000 | | | | | | | | | | | | | | |
| INSURER B : Twin City Fire Insurance Company | 29459 | | | | | | | | | | | | | | |
| INSURER C : Travelers Casualty and Surety Company | 19038 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1608047338

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 20UEGJG3007 | 4/4/2024 | 4/4/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 20WBGRX5873 | 4/4/2024 | 4/4/2025 | <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 |
| C | Professional Liability | | | 106741261 | 5/20/2024 | 5/20/2025 | Per Claim Aggregate 2,000,000 2,000,000 |

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

Re: Midwest City On-Call Professional Services.
 The City of Midwest City, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Plummer Associates, Inc., (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Alan Swartz, PE
Plummer Associates, Inc.
531 Couch Drive, Suite #200
Oklahoma City, Oklahoma 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

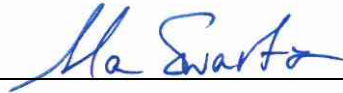
The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Plummer Associates, Inc.,

By: 

Name: Alan Swartz

Title: Principal, Oklahoma Design Team Leader

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2024

| Staff Description | 2024 Rate |
|---|-----------|
| Staff Admin | \$100.00 |
| Senior Admin | \$115.00 |
| Staff CAD | \$120.00 |
| Senior CAD | \$145.00 |
| CAD Manager | \$165.00 |
| Staff CM | \$135.00 |
| Project CM | \$165.00 |
| Senior CM | \$220.00 |
| Principal CM | \$300.00 |
| Staff RPR | \$115.00 |
| Senior RPR | \$160.00 |
| Staff Geospatial | \$105.00 |
| Senior Geospatial | \$130.00 |
| Geospatial Manager | \$160.00 |
| Intern | \$80.00 |
| Staff Engineer/Scientist | \$140.00 |
| Project Engineer/Scientist | \$180.00 |
| Project Manager | \$250.00 |
| Subject Matter Expert/ Senior Project Manager | \$305.00 |
| Principal | \$340.00 |

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

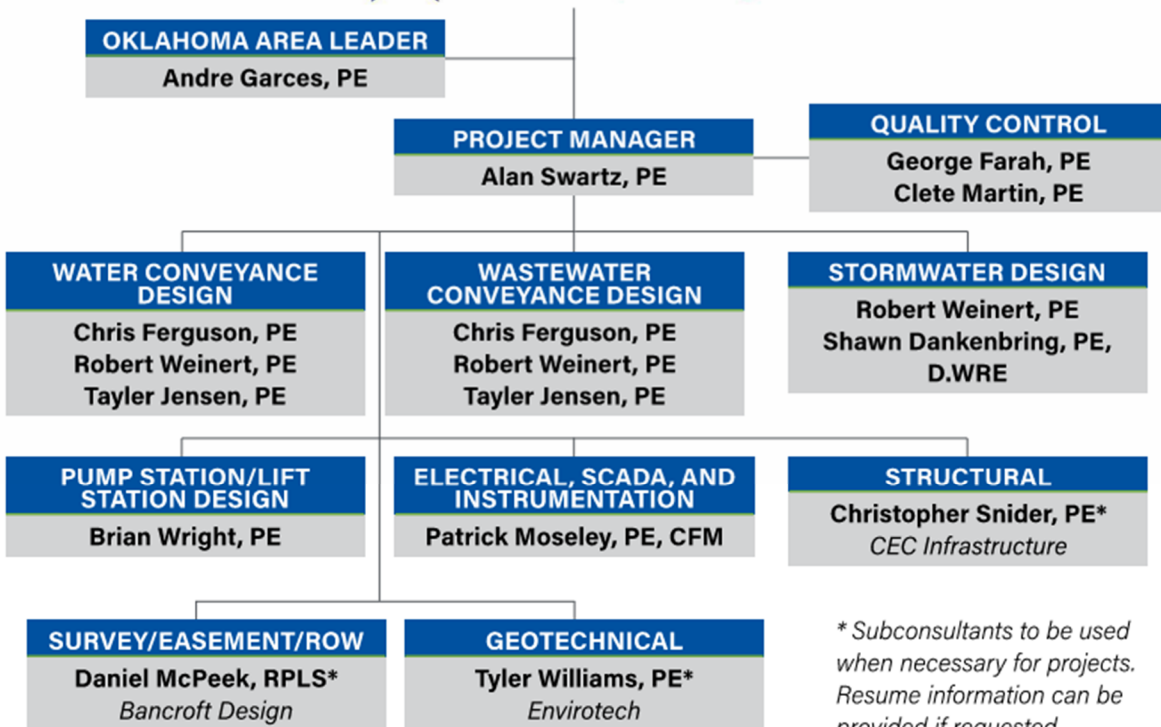
A technology charge will be billed at \$5 per labor hour.

ATTACHMENT B

SERVICE PROVIDER'S TEAM



Alan Swartz, PE | Oklahoma Design Team Leader
 531 Couch Dr., Suite 200, Oklahoma City, Oklahoma 73102
 405.896.4322
 aswartz@plummer.com



** Subconsultants to be used when necessary for projects. Resume information can be provided if requested.*



ATTACHMENT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2024

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.

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.

Table with 2 main columns: PRODUCER (Risk Strategies, 12801 North Central Expy, Suite 1725, Dallas, TX 75243) and CONTACT INFORMATION (Joe Bryant, (214) 323-4602, RSCcertrequest@risk-strategies.com). Includes a table of INSURER(S) AFFORDING COVERAGE with NAIC #.

COVERAGES CERTIFICATE NUMBER: 81822378 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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Professional Liability & Pollution Liability, and Cyber Liability.

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. City of Midwest City, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority and Midwest City Economic Development Authority are named additional insured on the general liability, auto liability and umbrella liability coverage as required by written contract.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Midwest City, Attn: City Clerk, 100 N. Midwest Blvd, Midwest City OK 73110) and 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).

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and SRB, LLC (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

to be provided as set forth on **Attachment “B”** (“**Service Provider’s Team**”) without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment “A”** (“**Schedule of Fees / Rate Card**”).

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this **Agreement**.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed, and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence, and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Craig Wallace
SRB, LLC
100 N.E. 5th St
Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: SRB, LLC

By: _____

Name: Marc A. Long, P.E.

Title: Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

Attachment A

SRB RATE SCHEDULE 2024-2025

| Personnel Classification | Approved Hourly Rate |
|---------------------------------|-----------------------------|
| Principal In Charge | \$295 |
| Engineering Manager | \$240 |
| Sr. Project Manager | \$220 |
| Project Manager | \$195 |
| SR. Engineer | \$170 |
| Staff Engineer | \$140 |
| Urban & Regional Planner | \$130 |
| Engineer-Intern | \$135 |
| Design Technician | \$160 |
| SR. CAD Technician | \$120 |
| CAD Technician II | \$100 |
| CAD Technician I | \$90 |
| Drone Operator | \$120 |
| GIS Technician | \$120 |
| Utilities Coordinator | \$148 |
| Professional Land Surveyor | \$190 |
| Field Survey Crew | \$180 |
| Construction Administrator | \$148 |
| Construction Inspector | \$110 |
| SR. Inspector | \$140 |
| ROW-Legal | \$190 |
| ROW Specialist | \$110 |
| Office Manager | \$95 |
| Office Clerical | \$75 |

Rate schedule shall be submitted annually and be effective from January 1 through December 31 of each year. Rates subject to adjustment for inflation based on amounts identified annually in the Consumer Price Index (CPI) for this region.

ATTACHMENT B
SERVICE PROVIDER'S TEAM

| | |
|-----------------------------------|---|
| SR PROJECT MANAGER- | Craig Wallace |
| ENGINEERING MANAGER- | Marc Long, P.E. |
| SURVEY PROJECT MANAGER- | Taylor Denniston, P.L.S |
| SR. ENGINEER- | Grady Wade, P.E. Robert Mullins, P.E. Amanda Way, P.E. |
| STAFF ENGINEER | Brandon Everhart, P.E. |
| ENGINEERING INTERN | Wade Gariner |
| CAD TECH- | Ronnie Gray Derrick Bergfeld Bryan Deason |
| PROFESSIONAL LAND SUVEYOR- | Justin Smith, P.L.S |
| CLERICAL- | Krista Weber Callie Fuller |
| ROW SPECIALIST | Jessi Early, R.W.P. |
| SURVEY CREW (2-MAN) | Varies |



SMITBAL01C

CKADIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

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 License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118 | CONTACT NAME: Cecile Kadia PHONE (A/C, No, Ext): (405) 556-2311 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Cecile.Kadia@INSURICA.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|-------|--|-------|---|-------|---|-------|-------------------|--|-------------------|--|
| INSURED Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Casualty Co. of Reading, PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D: National Fire Insurance Co. of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: American Casualty Co. of Reading, PA | 20427 | INSURER B: Continental Casualty Company | 20443 | INSURER C: Continental Insurance Company | 35289 | INSURER D: National Fire Insurance Co. of Hartford | 20478 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: American Casualty Co. of Reading, PA | 20427 | | | | | | | | | | | | | | |
| INSURER B: Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER C: Continental Insurance Company | 35289 | | | | | | | | | | | | | | |
| INSURER D: National Fire Insurance Co. of Hartford | 20478 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 6079846635 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENE \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6079846649 | 12/18/2023 | 12/18/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6079846618 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC679846621 | 12/18/2023 | 12/18/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Inland Marine | | | 6079846635 | 12/18/2023 | 12/18/2024 | Leased/Rented Equip 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured and Waiver of Subrogation in favor of Certificate holder & below entities with respects to the General Liability coverage subject to the policy terms and conditions as their interests may appear per written contract.

Additional Entities:

- THE CITY OF MIDWEST CITY
- MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
- MIDWEST CITY MUNICIPAL AUTHORITY
- MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| The City of Midwest City, City Clerk 100 N. Midwest Boulevard Midwest City, OK 73110 | 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 |
|--|---|

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Architecture; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants to the best of our knowledge, information and belief that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Anthony McDermid
TAP Architecture, LLC
415 N Broadway Avenue
Oklahoma City, OK 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: TAP Architecture, LLC

By:  _____

Name: Anthony McDermid, AIA, RIBA

Title: Owner & Founding Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

2024 HOURLY RATE SCHEDULE

| | |
|------------------------------------|----------------|
| Principal | \$225 per hour |
| Architect IV | \$195 per hour |
| Architect III | \$170 per hour |
| Architect II | \$145 per hour |
| Architect I | \$120 per hour |
| Interiors III | \$145 per hour |
| Interiors II | \$120 per hour |
| Interiors I | \$85 per hour |
| Architectural Intern III | \$110 per hour |
| Architectural Intern II | \$100 per hour |
| Architectural Intern I | \$90 per hour |
| Architectural Student Intern | \$70 per hour |
| Director of Project Management ... | \$195 per hour |
| Senior Project Manager | \$170 per hour |
| Project Manager | \$145 per hour |
| CAD Tech II | \$75 per hour |
| CAD Tech I | \$65 per hour |
| Marketing Director | \$125 per hour |

The Hourly Rate Schedule is reissued annually and applies to the calendar year in which it is published.



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

TAP TEAM

BILLING LEVEL

| | |
|---|-------------------------|
| Anthony McDermid | Principal |
| Principal & Founding Owner | |
| Clay Dobbins | Architect III |
| Partner Architect | |
| Chris Teehee | Director of Project |
| Director of Project | Management |
| Management & Partner | |
| Russell Megee | Sr. Project Manager |
| Sr. Project Manager | |
| Zach Hicks | Project Manager |
| Project Manager | |
| Allison Fredrickson | Interiors III |
| Director of Interior Design | |
| Sandra Perkins | Interiors II |
| Interior Designer | |
| Laura Silverio | Architectural Intern II |
| Project Designer | |
| Rachel Smith-Streck | Marketing Director |
| Director of Marketing & Business Development | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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: _____ | |
| | PHONE (A/C. No. Ext): _____ | FAX (A/C. No.): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Hartford Fire Insurance Company | | 19682 |
| INSURER B: Valley Forge Insurance Company | | 20508 |
| INSURER C: Continental Casualty Company | | 20443 |
| INSURER D: American Casualty Company of Reading, PA | | 20427 |
| INSURER E: | | |
| INSURER F: | | |

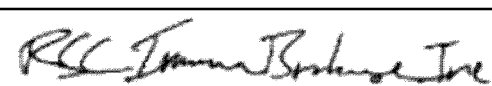
COVERAGES **CERTIFICATE NUMBER: 78066083** **REVISION NUMBER:**

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 | | | | |
|----------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|------------|-----------|-----------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$150,000 | | | | |
| B | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614731 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table> | Y/N | | N | N/A | | <input checked="" type="checkbox"/> | 7012614700 | 1/21/2024 | 1/21/2025 | <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 |
| Y/N | | | | | | | | | | | |
| N | N/A | | | | | | | | | | |
| A | Professional Liability | | <input checked="" type="checkbox"/> | 46OH0429351 | 1/21/2023 | 1/21/2024 | Per Claim \$2,000,000 Annual Aggregate \$2,000,000 | | | | |

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 the certificate holder on all policies.

| | |
|---|---|
| CERTIFICATE HOLDER Master Certificate | 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  RSC Insurance Brokerage |

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA





CONSENT AGENDA





MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 24, 2024 – 6:02 PM

| | | |
|---|-----------------------|-------------------------------|
| Presiding members: Chairman Matthew Dukes | City Staff: | |
| Trustee Susan Eads | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item/s will be removed and heard in regular order.
1. Discussion, consideration, or possible action to approve the August 27, 2024, meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration, and possible action of approving an amendment to the grant awarded to the Mid-Del School District, Child Nutrition Program for the purchase of a digital board. (D. Maisch – City Attorney).
- C. DISCUSSION ITEMS.
1. Discussion, consideration, and possible action to reallocate the Hospital Authority investments (Finance - T. Cromar)
 2. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000. (Engineering & Construction Services - B. Bundy)
- D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. ADJOURNMENT.

Notice for the Midwest City Memorial Hospital Authority meeting was filed for the calendar year with the City Clerk of Midwest City. Public notice of this meeting was accessible at 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

August 27, 2024

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:09 PM with following members present:

| | | |
|----------------------|-----------------------|-------------------------------|
| | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

Absent: Trustee Eads

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Bana. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion Carried.

1. Discussion, consideration, or possible action to approve the July 23, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$28,816,456.

At 7:09 PM Bana left chair, but remained in Chambers/returned to seat at 7:10 PM.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of entering into an agreement for Construction Manager at Risk (CMAR) services for the Plaza 62 revitalization district with Willowbrook, Inc. in the amount of 1% of the construction budget for Preconstruction Phase Services and 5% of the total Construction Cost of Work.**

Bundy addressed the Council. After discussion, Byrne made a motion to approve the agreement, seconded by Thompson. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion Carried.

2. **Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.**

No action needed.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:12 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Chair and Trustees of the Midwest City Memorial Hospital Authority

From: Donald D. Maisch, City Attorney

Date: September 24, 2024

RE: Discussion, consideration, and possible action of approving an amendment to the grant awarded to the Mid-Del School District, Child Nutrition Program for the purchase of a digital board. (D. Maisch – City Attorney).

In February of 2024, the Trustees for the Midwest City Memorial Hospital Authority approved a \$25,000.00 grant to the Mid-Del School District, Child Nutrition Program to provide funds to pay for breakfasts and lunches for students who otherwise did not have the resources to purchase such meals. Starting for school year 2024-2025, the Mid-Del School District, Child Nutrition Program began participating in the Community Eligibility Program which will allow the Mid-Del School District to provide a breakfast and lunch to any student who cannot provide one for themselves.

Through the end of the 2023-2024 school year, the Mid-Del School District, Child Nutrition Program, still had \$10,479.18 left in the grant. The Mid-Del School District, Child Nutrition Program would like to use the remaining funds for the purchase of a digital bulletin board to list the daily options for students in selecting a meal. The Mid-Del School District, Child Nutrition Program believes the purchase of the digital board will provide better information and better communication to students on the selection of meal options. An example of such a digital board is located at this web address: <https://www.heartlandschoolsolutions.com/en/nutrition-technology/mealviewer/digital-signage>

While this purchase is in line with the request by the Mid-Del School District, Child Nutrition Program, the original application specifically stated that no equipment would be purchased from the use of the funds (all funding would go towards student purchases of meals). Based on this portion of the original application, this change requires approval from the Trustees of the Hospital Authority. Included with this request are a further explanation for the amendment from the Mid-Del School District, Child Nutrition Program, the original application and quote for the type of digital board to be purchased. All terms and conditions of the Recipient Agreement previously signed will remain in full force and effect. Approval is at the discretion of the Midwest City Memorial Hospital Authority.

Respectfully submitted,

Donald D. Maisch
City Attorney

Mr. Lyon,

My name is Devyn Johnson and I am the Director of Child Nutrition for Mid-Del Schools. In February of this year, Mid-Del Schools was awarded \$25,000 through the Midwest City Community Improvement Grant for school meals.

The money supplied to our department from this grant relieved the lunch balance debt of 778 Mid-Del students. The total amount allocated to our students was \$14,520.82.

I included two reports on the email I sent on June 5th that show the exact amount allocated to each Mid-Del student from the grant fund in our software program. I replaced each student's name with "STUDENT" as a way to protect their privacy, but I do have copies that list the students by name in my files.

I also attached an overview report that details how many students from each school in our district were allocated to and how much, in total, they were allocated.

As you may have heard, our District has implemented the Community Eligibility Provision (CEP) program this school year. This program will allow us to provide one free breakfast meal and one free lunch meal to every student in our district every school day.

Administering the CEP program also means that our students and families will no longer face the burden of school lunch debt.

After allocating to all students with outstanding school meal debt, the total amount available in the designated Community Improvement Grant Fund is \$10,479.18.

As we are moving into a new chapter at Mid-Del with CEP, I expect to see about a 3% increase in the total number of students we serve each day in the district. I would love to see an even higher percentage of students eating with us this year (for free!), and I believe attractive digital menu boards for each of our secondary schools could increase that number.

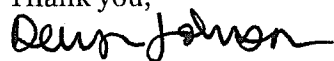
Menu boards seem small, but they can have a large influence on a student's choice to eat a meal with us. As students get older, we see a negative trend in the number of school meals they eat. It is our goal to drive secondary students into our cafeteria each day to ensure they are receiving the nutritious meals they need to perform their best at school.

With a digital menu we, here in the Child Nutrition office, have the ability to create an appealing and modern daily lunch menu with photos, information, education, tips, etc.! We can change these at any time and can customize them for each school.

If we would be able to reallocate the unused grant funds to this project, we would be very grateful. I can submit more detailed information if needed. We are also more than happy to submit a check for the unused amount and send it to you directly.

We are extremely appreciative of these grant funds and all they have done for our students.

Thank you,



Devyn Johnson

Child Nutrition Director

Mid-Del Schools



#1

Fiscal Year 2023-24 Grant Application for the Midwest City Community Improvement Grant Program

PART I: Applicant Information (print in clear block letters or type):

Applicant Legal Name of Organization: (Should be the same as your IRS determination letter and as supplied on IRS form 990)

1. Contact Person and Title: Deryn Johnson Mid-DEL schools Child Nutrition Director
Street Address: 4731 Judy Dr. City: Del City State: OK Zip: 73115
Mailing Address (if different):
Telephone: (405)-739-1611
E-mail (print in clear block letters or type): DVJOHNSON@MID-DEL.NET
Website: mid-delchildnutrition.com Other:

2. Secondary Contact Person and Title: Pam Hall
Telephone: (405)-229-1824 E-mail: pjohall@ox.net

Title of your proposed grant project: Mid-DEL schools Child Nutrition- Meals for All Students
Amount you are requesting: \$25,000.00

Mission statement and/or purpose of applicant organization (Attach the names and contact information of the members of the applicant's current governing body, if the applicant has such a body.):
The mission of Mid-DEL schools Child Nutrition Program is to support the essential link between nutrition and education by ensuring every student receives nutritious and delicious meals each and every school day.

Applicant Status: Check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation Proprietorship Partnership Non-Profit
Individual Government Limited Liability Co. Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development Education Community Housing Safety Health
Youth and Family Midwest City Revitalization Transportation Other

PART II: Application Certification

By signing this application, I certify, that:

- All provided information is true and correct to the best of my knowledge.
- I am duly authorized to submit this grant application on behalf of the above named applicant.
- I understand and agree that I must provide documentation (acceptable to the MCMHA trustees) within 30 days of expenditures proving that funds received were used for the project/activities identified in this application.
- I acknowledge that any grant funds awarded must be used within the one-year time frame set forth in the Agreement. I further understand that at the end of one year any money not accounted for will be cause to pay back those awarded funds to the MCMHA.
- I understand and agree that providing false information or failure to provide such documentation as stated above will disqualify the applicant and/or the contact person and any organization represented by them from receipt of any further funds from the MCMHA. I further understand such failure may cause funds previously received to be repaid.

Dated this 27 day of September, 2023.

Delyn Johnson
Printed/Typed Applicant Name

Delyn Johnson
Applicant Signature

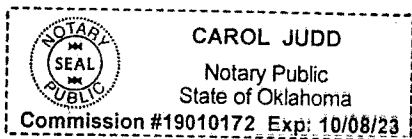
SUBSCRIBED AND SWORN to before me this 27 day of September, 2023.

Carol Judd
Notary Public signature

Commission Number: 19010172

Expiration date: 10-8-23

Notary seal:



PART III: Project Overview

Please provide a thorough answer printed in clear block letters or typed to each of the following questions. If necessary, complete narrative on a blank paper repeating the section (i.e. Part III. A. 1.) and attach it to the application.

A. Description of the proposed grant project (Attach any support documentation).

1. Details of project: _____

2. Achievable Goals and realistic Timeline: _____

3. Objectives: _____

4. Does your project include the acquisition of property or the improvement to or enhancement of property? _____ Yes or _____ No

If yes, does the acquisition, improvement or enhancement have an expected useful life of greater than 20 years? _____ Yes or _____ No

5. Does your request include software or technology dependent property items? ___ Yes or ___ No

B. Need for this project.

1. Clearly identify the target beneficiaries and share why the Midwest City community needs the proposed project, explaining the evidence to this need: _____

C. Proposed project budget:

1. List in detail what will be purchased with grant funds for this project.

2. Share any other funding resources for this project (e.g. donations, matching). _____

3. State any future sustainability resources that may be needed for this project. _____

4. List documentation you expect to submit for expenditure accountability (e.g. cancelled checks, invoices, bids, receipts etc.) _____

5. Are you willing to accept less than the requested amount? If “No,” please explain. _____

D. Management capacity of your organization.

1. Describe relative experience your organization has in managing and implementing this type of project. _____

2. Give details regarding your management plan for this project, including financial management. _____

3. Are you partnering with other organization(s) in implementing this project, if yes, please describe: _____

E. Explain the evaluation method that will be used to measure the outcome and success of the project (e.g. records, surveys, interviews, pre- and post-tests, community feedback, etc.).

F. Describe the overall benefit and impact of your project to the Midwest City community.

Thank you for your time and effort in applying for a Midwest City Community Improvement Grant!

Part III:

A. Description of the proposed grant project (Attach any support documentation)

1. Details of Project

Mid-Del Schools Child Nutrition - Student Breakfasts and Lunches

Many families in our community are facing economic hardship. If a child does not qualify for free or reduced breakfast and lunch the parent(s)/guardian(s) of that child are responsible for providing the money for their student(s) to eat. Our current prices for school breakfast and lunch are:

| Breakfast | Meal Prices 2023-2024 |
|------------------------------|----------------------------------|
| Elementary Student Breakfast | \$1.70 |
| Secondary Student Breakfast | \$1.80 |
| Lunch | |
| Elementary Student Lunch | \$2.65 |
| Secondary Student Lunch | \$2.85 |

For a student to eat both breakfast and lunch at their school every school day for the 2023-2024 school year it would cost an elementary student \$743.85 and it would cost a secondary student \$795.15.

This responsibility puts a financial strain on many families which can result in students charging their accounts into a negative balance. A student is allowed to charge their account up to -\$15.00. Once the charge limit of -\$15.00 has been reached the student will receive an alternate meal consisting of a cheese sandwich, fruit, and milk until the balance is paid. This alternate meal is provided at the expense of the Child Nutrition Program. Receiving an alternate lunch sets these students apart from others which can cause ridicule and embarrassment. By providing breakfast and/or lunch to all children we can create a more positive learning and social environment for our students. The goal of this project is to give all children the dignity of participating in the school breakfast and lunch program regardless of their economic status. We have received many generous donations in the past to pay off outstanding lunch balances, but donations are not counted on. We are asking for these funds to ensure that all students receive a hot breakfast and lunch each and every school day.

2. Achievable goals and realistic timeline:

Goal: Ensure every Mid-Del student has access to a hot breakfast and lunch at school each day. This can be achieved by Mid-Del's Child Nutrition Department housing the necessary funds to offset the negative balances accrued by students.

Timeline: This goal is ongoing and ever changing as financial situations change for our students and their families consistently throughout the school year. Within 1 week of receiving any donation, the money is allocated to student accounts to offset any negative charges. Depending on the amount of money allocated to each site or the Child Nutrition Department as a whole, this process will continue each week in order to continue to provide each student with a hot meal for breakfast and lunch each day.

3. Objectives:

Eliminate student meal debt at Mid-Del Schools to improve student experience, increase participation in the program, and support overall student health and well-being.

4. Does your project include the acquisition of property or the improvement to or enhancement of property?

___ Yes X No

If yes, does the acquisition, improvement, or enhancement have an expected useful life of greater than 20 years?

___ Yes ___ No

5. Does your request include software or technology dependent property items?

___ Yes X No

B. Need for this project

1. Clearly identify the target beneficiaries and share why the Midwest City community needs the proposed project, explaining the evidence to this need:

The target beneficiaries are all students of Mid-Del Schools. Mid-Del is a large district serving almost 13,000 students. Just this year, as of September 15, 2023 we have had 154 families apply for free and reduced lunch who were denied due to excessive income. Many of these families are not able to afford school meals for their children which means that they will receive an alternate meal from our cafeteria once their account reaches -\$15.00 or they will go without breakfast and/or lunch.

As of December 12, 2022 Mid-Del Schools Child Nutrition Program breakfast and lunch debt reached \$23,802.42. Not only does this debt affect our students, but it also affects the program's ability to purchase groceries, equipment, and other necessary items that keep our kitchens up and running. Without the burden of debt from student meals, the program is able to provide healthy meals as well as new and exciting choices.

School breakfast and lunch supports students' overall health and well-being. A healthy meal increases attentiveness, participation, and overall school performance. School meals impact students outside of school as well. According to the School Nutrition Association, "One in eight children in America live in households without consistent access to adequate food." This means that many of our students rely on school breakfast and lunches as their only consistent source of food. Our children and students of Mid-Del are the future of our community and providing healthy meals for all of our students is a need for them now, their futures, and the future of our community.

C. Proposed project budget:

1. List in detail what will be purchased with grant funds for this project

Breakfast and lunch for Mid-Del Students whose families are struggling financially or are unable to pay for their students' school meals.

2. Share any other funding resources for this project

We receive sporadic donations from community members or organizations throughout the school year.

3. State any future sustainability resources that may be needed for this project

There will be students in need each year. The dollar amounts fluctuate, but the need to feed our students is ongoing.

4. List documentation you expect to submit for expenditure accountability:

Balance Summary Reports, Student Listing Reports, and Account Detail History Reports.

5. Are you willing to accept less than the requested amount? If "No", please explain:

D. Management Capacity of your organization.

1. Describe relevant experience your organization has in managing and implementing this type of project

Mid-Del Child Nutrition has received sporadic donations from various community organizations and individual community members since the beginning of our program. During the 2022-2023 school year our department received \$32,184.39 in donations. These donations were allocated to student accounts in the same process as described above detailing expenditure accountability. While this amount was very helpful and our department was able to allocate funds into the accounts of many of our students, we still finished the 2022-2023 school year with an outstanding negative balance of about \$10,000. With the state of our current economic climate, we expect more families will struggle causing more students to have negative balances in their accounts this school year.

2. Give details regarding your management plan for this project including financial management

1. Administrative Structure

Devyn Johnson, Mid-Del Child Nutrition's Director, will have responsibility for all official contacts with the City of Midwest City. Devyn Johnson will oversee all allocation of funds into student accounts.

2. Financial Management

Devyn Johnson, Mid-Del's Child Nutrition Director, along with Teri Walker, Mid-Del's Child Nutrition Accounts Payable Specialist, will be responsible for:

- A. Managing the transfer of grant funds from The City of Midwest City to the Mid-Del Child Nutrition's General Fund account.
- B. Running weekly balance summary reports and student listing reports.
 - a. The balance summary report will show the negative accrued balance for the school as a whole while the student listing report will list each student that has a negative balance itemized by school site.
- C. Allocating money from the district's Child Nutrition General Donation Fund into student accounts via the Child Nutrition Software, Mosaic, to offset negative balances.
- D. Running a weekly post-allocation balance summary report.
- E. Running a weekly transaction report for the Child Nutrition General Donation Fund.

- a. This report will document the change in amount of the Child Nutrition General Donation Fund. This report will also detail the individual student accounts that were allocated money from this general account.
- F. Preparing financial documents for the project close out exactly 1 year after funds are dispersed.

3. Are you partnering with other organizations in implementing this project

No, we do not have any contractual partnerships.

E. Explain the evaluation method that will be used to measure the outcome and success of the project.

The Mid-Del Child Nutrition Director will run weekly balance summary reports and student listing reports for each school. The balance summary report will show the negative accrued balance for the school as a whole while the student listing report will list each student that has a negative balance itemized by school site. Money will then be allocated individually to each student from the district's Child Nutrition General Donation Fund to offset these negative balances. A second report will be run after this allocation to show that no negative balances exist. This process will continue each week until the amount allocated for this project reaches a zero balance.

F. Describe the overall benefit and impact of your project to the Midwest City community:

By providing balanced healthy meals to all students in Mid-Del, we are allowing them to be more engaged in the classroom. Increased engagement results in better learning and improved test scores. This can improve the reputation of our schools which greatly impacts the desire of families to want to live and stay in Midwest City. To serve and better our community, we need to serve the future of it - which is our students.

Heartland

Heartland School Solutions
 765 Jefferson Road Suite #400
 Rochester, NY 14623
 Phone: (800) 256-8224
 Fax: (877) 736-9304
 Email: kathryn.munna@e-hps.com

Account: Midwest City-Del City SD
 HSS ID:

Contact: Devyn Johnson
 Sales Rep: Katy Munna

This Proposal must be signed within 30 days from the above date in order to guarantee pricing and discounts.

| Product Code | SAAS Products | Quantity | Price | Total |
|--------------|---|----------|-------------|-------------|
| HSS4001 | SAAS: MealViewer Digital Menus Suite Subscription | 6 | \$ 395.00 | \$ 2,370.00 |
| HSS4003 | SAAS: MealViewer Stock Images/Backgrounds Library | 6 | \$ 0.00 | \$ 0.00 |
| HSS4004 | SAAS: Discount MealViewer | 6 | \$ (100.00) | \$ (600.00) |
| SAAS Total | | | | \$1,770.00 |

| Product Code | Hardware Products | Quantity | Price | Total |
|----------------|--|----------|-------------|-------------|
| HSS4200 | HDW: MealViewer Digital Menu Board - 43" Monitor | 6 | \$ 1,175.00 | \$ 7,050.00 |
| HSS4300 | WAR: MealViewer Digital Menu Board 3Yr Warranty | 6 | \$ 0.00 | \$ 0.00 |
| HSS4210A | HDW: MealViewer Network Patch Cable – Black | 6 | \$ 0.00 | \$ 0.00 |
| Hardware Total | | | | \$7,050.00 |

| Product Code | Professional Services | Quantity | Price | Total |
|-----------------------------|--|----------|------------|-------------|
| HSS4109 | PSV: MealViewer Remote Setup Services | 6 | \$ 259.00 | \$ 1,554.00 |
| HSS4107 | PSV: Discount MealViewer Services | 6 | \$ (50.00) | \$ (300.00) |
| HSS4110 | PSV: MealViewer Digital Menu Board - Self Installation | 6 | \$ 0.00 | \$ 0.00 |
| Professional Services Total | | | | \$1,254.00 |

Total: \$10,074.00
Shipping: \$330.00
Grand Total: \$10,404.00

Annual Subscription

The effective start date of your Subscription begins on the first day of delivery of service which will be considered the anniversary date for the subsequent year. Annual Subscription includes all subscription enhancements and technical phone support to customers who are in good financial standing with Heartland School Solutions. Your signature on this proposal confirms that you understand this agreement.

| Product Code | Subscription Products | Quantity | Price | Total |
|--------------------|--|----------|-------------|-------------|
| HSS4401 | SUB: MealViewer Digital Menus Suite Subscription | 6 | \$ 395.00 | \$ 2,370.00 |
| HSS4402 | SUB: Discount MealViewer | 6 | \$ (100.00) | \$ (600.00) |
| Subscription Total | | | | \$1,770.00 |

Support, Subscription, Warranty Total: \$1,770.00



DISCUSSION ITEMS





Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: September 24, 2024

Subject: Discussion, consideration, and possible action to reallocate Hospital Authority investments

Action needed. Our financial advisors, Segal Marco Advisors, has recommended that we rebalance the Hospital Authority investments to lock in some of the gains from the market. The following rebalancing would occur:

- Lock in equity gains by shifting over to fixed index to making equities 65% of portfolio
- Move cash overweight back to fixed income to make fixed income 30% of portfolio
- Keep alternative investments at 5% of portfolio for diversification

Tiatia Cromar
Finance Director



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Chairman and Trustees

FROM : Brandon Bundy, P.E., Director

DATE : September 24, 2024

SUBJECT : Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000.

This type of agreement is new to Midwest City but is regularly used in other cities across the metro. It will allow for City staff to quickly engage this consultant with a work-order type arrangement on projects that either have a tight timeline or are small in nature. The City Manager will have the ability to sign all task orders under \$100,000 and any task orders higher than that amount will come back to City Council.

Previously, the City would do selections for each individual project; a sometimes consuming process. The agreement will be for a term of 1 year with ability to renew for additional years.

City staff published a Request for Qualification (RFQ) in August of this year for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 4 Engineering firms, 1 Survey, and 1 Architecture to pursue engineering agreements.

The agreement itself does not obligate any funding but each task order will be encumbered with the appropriate project number. This action will be replicated before the following authorities to allow for flexibility in funding of the individual task orders:

- Midwest City Memorial Hospital Authority
- Midwest City Municipal Authority
- Midwest City Economic Development Authority

For selection, staff present determined which firms have done successful projects with the City and who we felt was most prepared and reliable for future work. There was also consideration for what is already contracted. Staff wanted to spread the work around and diversify where possible so as not to overload any one firm. We also agreed to structure the selected civil consultants into the following sub categories which follows what we feel comfortable as their principal specialty:

Roadway: SRB

Utility: LMRK and Plummer

Drainage: Meshek

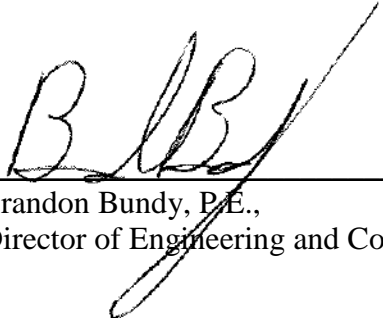
For Utility projects, we plan to rotate task orders between LMRK and Plummer. For those projects that don't fit neatly into one of the sub-categories; staff will need to make the determination based on the majority of the work.

There are a number of small projects in this year's budget which will be tasked to these awarded firms. As an example:

- Sooner Road RR Crossing Repair
- Resurface Shared CL Roads
- Drainage Infrastructure Repairs
- Reno Water Line Air Depot to Midwest Blvd
- Midwest Blvd Water Line RR NE 16th to NE 23rd
- Handicapped BR Remodel

The intent of the function of these agreements are as follows:

- A project which needs professional consultations is identified.
- The appropriate staff contacts the necessary on-call professional already under contract with an identified scope of work.
- The on-call professional then prepares a task order which will detail the number of hours to complete the task. The billable hours will be set by this agreement.
- The task order is negotiated between the appropriate staff and the on-call professional. Once mutual agreement on the task order; it will be taken to City Manager for execution and then subsequent encumbrance.
- After encumbrance; the on-call professional will receive the executed task order and work will begin.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC

And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Johnson and Associates, LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Survey; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC

And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by **Service Provider**’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this **Agreement** together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s Team**”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon. The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment "C"**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tyler Muzny

Johnson and Associates, LLC

1 E. Sheridan Ave, Suite 200

Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: Johnson and Associates, LLC

By:

Name:

Title:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____
day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____
day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

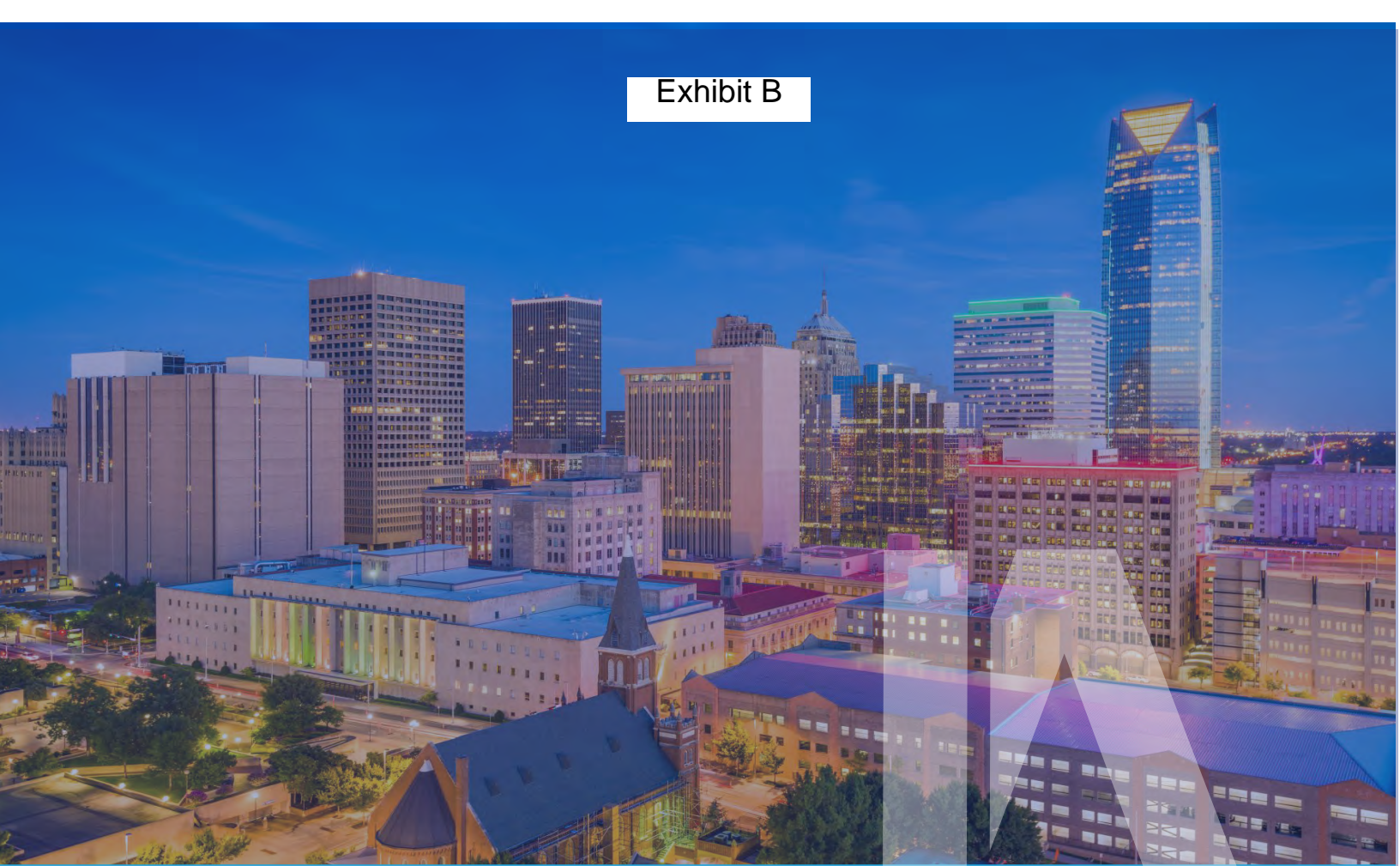
Exhibit A



Johnson & Associates, LLC
Billing Rate(s)
Effective January 2, 2024

| | |
|--------------------------------------|----------|
| <i>Principal Engineer</i> | \$240.00 |
| <i>Director of Engineering</i> | \$210.00 |
| <i>Hydraulic Engineer</i> | \$210.00 |
| <i>Professional Engineer</i> | \$195.00 |
| <i>Staff Engineer</i> | \$150.00 |
| <i>CAD Operator</i> | \$110.00 |
| <i>Engineering Intern/Technician</i> | \$95.00 |
| <i>Registered Inspector</i> | \$120.00 |
| <i>Inspector</i> | \$95.00 |
| <i>Principal Surveyor</i> | \$200.00 |
| <i>Professional Land Surveyor</i> | \$165.00 |
| <i>Survey Coordinator</i> | \$145.00 |
| <i>Survey Technician</i> | \$120.00 |
| <i>Survey Crew</i> | \$185.00 |
| <i>Principal Planner</i> | \$180.00 |
| <i>Senior Planner</i> | \$160.00 |
| <i>Project Planner</i> | \$130.00 |
| <i>Planning Intern/Technician</i> | \$95.00 |
| <i>Administration</i> | \$80.00 |

Exhibit B



CIVIL ENGINEERING URBAN PLANNING SURVEY SERVICES

JA
JOHNSON & ASSOCIATES

1 E. SHERIDAN • SUITE 200
OKLAHOMA CITY, OK 73104

FIRM BACKGROUND & EXPERIENCES

Johnson & Associates L.L.C. (J&A) began in 1988 with just a few passionate people committed to providing a higher level of engineering and surveying services. To us, that meant providing smart, innovative solutions to clients' needs with the promise that we don't just close the job when the work is done. We're often on the phone and in the field long after the project is finished.

Today, we are a full-service engineering, planning and surveying company with expertise in land development, transportation, utilities, hydraulics and hydrology, planning, technical assistance, construction inspection and administration, and land, title and construction surveying throughout the Midwest and across the nation. With more than 78 people on staff, our team is diverse and responsive – establishing Johnson & Associates as a trusted partner who can deliver quality solutions with greater attention to detail and much quicker turnaround times.



ENGINEERING

- CIVIL DESIGN
- SITE DEVELOPMENT
- WATER DISTRIBUTION SYSTEMS

SURVEYING

- LAND DEVELOPMENT SERVICES
- TOPOGRAPHIC SERVICES
- AERIAL IMAGING

URBAN PLANNING

- LAND USE / ZONING & PERMITTING
- SITE MASTER PLANNING
- MUNICIPAL CONSULTING
- URBAN DESIGN
- COMPREHENSIVE PLANNING
- PUBLIC ENGAGEMENT

TRAFFIC ENGINEERING & PLANNING

- TRAFFIC COUNTING & PROCESSING
- TRAFFIC IMPACT STUDIES
- SIGNAL WARRANT ANALYSIS
- TRAFFIC SIGNAL, INTERSECTION DESIGN
- TRAFFIC CONTROL PLAN GENERATION

UTILITY EXPLORATION

- PRIVATE UTILITY LOCATES
- UTILITY MAPPING
- HYDRIC EXCAVATION

STORMWATER ANALYSIS & DESIGN

- HYDRAULIC & HYDROLOGY ANALYSIS
- FLOOD STUDIES
- DRAINAGE DESIGN
- PERMITTING

CONSTRUCTION SUPERVISION

- SITE REPRESENTATION
- CONTRACT / CONSTRUCTION ADMINISTRATION
- CONSTRUCTION INSPECTION
- PROJECT DOCUMENTATION



PROJECT HIGHLIGHTS

Chesapeake Energy Main Campus *Engineering & master planning of the Chesapeake Energy main campus*

Bricktown Entertainment District/Canal Waterways, *bridges, landscaping, fountain plaza, paths, & more*

Rivendell Subdivision *All aspects of civil engineering for this upper end residential project*

YEARS OF EXPERIENCE 46 Years in the civil engineering field

EDUCATION BS in Civil Engineering, California State Polytechnic University, 1976

REGISTRATION Professional Engineer: OK, AR, AZ, CO, KS, MD, MI, MO, NM, OH, TN, TX, VA

PROFESSIONAL ORGANIZATIONS

Downtown OKC BID Advisory Board
 Urban Land Institute (ULI) Advisory Board
 OMCA Board of Directors
 Advisory Committee to the City of OKC Planning Commission
 Advisory Committee to the City of OKC Public Works Department Specification Review / Update
 Building Code Review Committee

WORK EXPERIENCE

JOHNSON & ASSOCIATES

President / Principal

March 1988 – Present

Mr. Johnson manages all aspects of Johnson & Associates, a civil engineering, surveying, and planning firm located in Oklahoma City. Johnson & Associates works in all aspects of civil engineering, and specializes in hydraulics & hydrologic studies, master planning, large various planning functions nationwide.

LHE, PA.

President / Owner

June 1986 – March 2009

Mr. Johnson owned and managed LHE, PA., a civil engineering and surveying company in Overland Park, Kansas. LHE, PA. served the Kansas City Metropolitan Area, along with projects throughout Kansas, Missouri, and Arkansas. LHE, PA. performed all types of civil engineering, including design, inspection, planning, and surveying.

SMITH-ROBERTS-JOHNSON & ASSOCIATES

Vice President / Co-Owner

July 1981 – March 1988

Mr. Johnson acted as the principal-in-charge of all production work for this Oklahoma City civil engineering firm. Timothy worked primarily with the private sector, various municipalities, and the State of Oklahoma. Smith-Roberts-Johnson & Associates performed all types of civil engineering design.

THE CITY OF OKLAHOMA CITY

Senior Civil Engineer

July 1976 – July 1981

Mr. Johnson was responsible for the water utility design for the Community Development Department, Engineering Division of the City of Oklahoma City. During Timothy's tenure, the 1981 Pitometer Study was being updated, and all water coordination was done through Mr. Johnson's office.





PROJECT HIGHLIGHTS

First National Center *Five-page multi-layer survey*

Producer's Coop *Seven-page ALTA survey produced in under 30 days*

Atoka Water Line *50-mile topographic & section boundary survey*

EDUCATION

AAS in Civil/Surveying Technology, Oklahoma State University–OKC, 2008-2009

AS in Pre-Engineering, Oklahoma City Community College, 2006-2008

REGISTRATION Licensed Professional Land Surveyor – 2012

PROFESSIONAL ORGANIZATIONS Oklahoma Society of Land Surveyors

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Principal Licensed Professional Land Surveyor

January 2018 – Present

As a Principal at Johnson & Associates, Mr. Johnson aids in business management, as well as manages the survey department office personnel and field crews. His duties include utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits. Additionally, Mr. Johnson reviews title commitments and performs research in various counties across Oklahoma. Matthew regularly communicates with clients, title companies, and attorneys to ensure that the surveys and information produced were accurate and met all requirements.

Licensed Professional Land Surveyor

January 2013 – December 2017

In this role, Mr. Johnson performed all the duties of his current position, with the exception of his current business management duties. During this time, Matthew was instrumental in the development of using aerial unmanned aircraft to produce and analyze survey data from the air.

Land Survey Technician

June 2008 – December 2012

Working from J&A Headquarters under the direct supervision of a professional land surveyor, Mr. Johnson was responsible for operating CAD and other surveying software. His duties included analyzing field data, aiding in creating and resolving property boundaries, writing legal descriptions, reviewing title commitments, and creating ALTA/ACSM land title, boundary, elevation, and topographic surveys, as well as various types of exhibits. Additionally, Mr. Johnson's duties included researching jobs in various counties across Oklahoma.

Land Survey Crew Member

June 2005 – May 2008

Mr. Johnson was part of a field crew responsible for operating various types of land surveying equipment. Matthew's duties included recording notes and data utilized to create ALTA/ACSM land title, boundary, and topographic surveys.

**PROJECT HIGHLIGHTS****FIRST NATIONAL CENTER****MAPS 3 OKC STREETCAR****CHESAPEAKE CAMPUS****WORK EXPERIENCE****JOHNSON & ASSOCIATES****Survey Coordinator**

2011 – Present

As survey coordinator, James is responsible for scheduling all field crews, reviewing architectural, civil and structural plans by internal projects as well as those submitted by outside contractors, and prepare plans for field crews.

Survey Tech

2008 – 2011

James was responsible for supporting land surveyors through Auto CAD; assisting on land survey exhibits, legal descriptions, topographic surveys, and ALTA surveys. He also assisted with civil plan reviews and construction calculations, property research, and prepped field work for survey crews.

Instrument Man

2007 – 2008

James began his role at the company preparing field equipment for field survey-related tasks. His skills and abilities and dedication to the job quickly earned him recognition and promotion within the team.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION BS in Geomatics Engineering, California State University Fresno

REGISTRATION Licensed Professional Land Surveyor – California

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Professional Land Surveyor

December 2023 – Present

Mr. Patten has several duties at a PLS including utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits.

REGGERI-JENSEN-AZAR

Associate Surveyor

July 2020 – November 2023

Mr. Patten oversees one office survey technician and supervise five field survey personal. His main role is office surveying for a broad range of surveys.

Creation of new photogrammetric drone program for survey department.

Creation of mapping for land subdivisions, including parcel maps, final maps and plat and legal descriptions.

CALIBRE CONSULTING

Surveyor

July 2018 – June 2020

Assistant to department lead. Oversaw two survey team members within the company. Remained the lead project surveyor of Auckland City Rail Link Subsection C1 until tunnel completion.

DOWNER GROUP

Senior Survey Technician

January 2018 – July 2018

Lead project surveyor for Auckland City Rain Rink C1 Project until position moved to Calibre Consulting. Experience in open pit, underground tunneling and inter-city surveying.

REGGERI-JENSEN-AZAR

Assistant Surveyor

June 2014 - January 2018

Assistant to Licensed Surveyor gaining direct experience on the fundamentals of Land Development surveying.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION AAS in Surveying Technology, Oklahoma State

REGISTRATION Licensed Professional Land Surveyor - Oklahoma

WORK EXPERIENCE

JOHNSON & ASSOCIATES**Licensed Professional Land Surveyor**

January 2024 – Present

Joining J&A, Mr. Murphy now assists Matt Johnson with the research & preparation of various land title, topographic & boundary surveys. including: preparing field packets, reviewing & processing field data, resolving boundaries, preparing legal descriptions, exhibits & survey plats.

COWAN GROUP ENGINEERING**Survey Division Manager**

February 2023 – January 2024

As survey division manager, Mr. Murphy's duties expanded to overseeing both office personnel and field crews, working closely with the ownership group to develop the survey department, creating a new project management system, preparing educational presentations about land surveying & the department, and resolve day-to-day issues.

DODSON-THOMPSON-MANSFIELD**Field Manager /SURVEY TECHNICIAN**

December 2017 - February 2023

After becoming licensed and taking over the management of field operations, Mr. Murphy's duties & responsibilities expanded to include overseeing 4 field crews' daily operations, preparing packets for & scheduling projects for field work, maintaining company equipment & supply inventory, training & mentoring field crew members, reviewing incoming field data, pursuing new innovations & adapting technologies into the company's workflow, and assist with new project proposals.

Working in both the office as a CAD technician and out in the field as a field technician under the direction of the professional land surveyors, Mr. Murphy's duties & responsibilities included some of the duties of his previous position, as well as processing incoming field data, drafting survey plats, resolving boundaries, reviewing title commitments, preparing legal descriptions, and collecting research for new projects.





OUR UTILITY EXPLORATION DIVISION CAN HELP YOU **EXPOSE UNDERGROUND UTILITIES** WITH MINIMAL DISTURBANCE & RISK OF DAMAGING LINES, MAPPING THEM WITH **SUB-CENTIMETER ACCURACY**.

CODY EAKLE JAUE ENGINEERING TECHNICIAN
CODY@JAOKC.COM



- THE J&A NAME YOU KNOW
- THE SURVEY EXPERTISE TO BRING YOU MORE **ACCURATE REPORTING**
- A MORE SEAMLESS EXPERIENCE FROM EXPLORATION TO SURVEY
- COST EFFICIENCY
- RESPONSIVE & ADAPTABLE
- WE KNOW UTILITIES AND WE KNOW WHO TO CALL



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/24

| | | |
|---|--|---------------|
| PRODUCER Alexandria Newton 2524 N Broadway #557 Edmond, OK 73034 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Johnson and Associates, LLC 1 East Sheridan Avenue, Suite 200 Oklahoma City, OK 73104 | INSURER A: American National Insurance | |
| | INSURER B: Comp Source | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|------|-----------|-------|--|---------------|----------------------------------|-----------------------------------|--|--------------|
| A | | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 3501X0003 | 09/02/2024 | 09/02/2025 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$ 2,000,000 | |
| | | | MED EXP (Any one person) | | | | \$ 5,000 | |
| | | | PERSONAL & ADV INJURY | | | | \$ 2,000,000 | |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| A | | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____ _____ | 3501C0001 | 09/02/2024 | 09/02/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | BODILY INJURY (Per person) | | | | \$ | |
| | | | BODILY INJURY (Per accident) | | | | \$ | |
| | | | PROPERTY DAMAGE (Per accident) | | | | \$ | |
| | | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____ _____ | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | OTHER THAN EA ACC | | | | \$ | |
| | | | AUTO ONLY: AGG | | | | \$ | |
| A | | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ _____ DEDUCTIBLE RETENTION \$ | 3501E0090 | 10/17/2024 | 10/17/2025 | EACH OCCURRENCE | \$ 9,000,000 |
| | | | AGGREGATE | | | | \$ 9,000,000 | |
| | | | | | | | \$ | |
| | | | | | | | \$ | |
| B | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 03576878 24 1 | 06/01/2024 | 06/01/2025 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | E.L. EACH ACCIDENT | | | | \$ 1,000,000 | |
| | | | E.L. DISEASE - EA EMPLOYEE | | | | \$ 1,000,000 | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Midwest City
 100 N. Midwest Boulevard
 Midwest City, OK 73110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Alexandria Newton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and LMRK Engineering LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider**'s breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Reza Khakpour
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: LMRK Engineering

By: 

Name: Reza Khakpour

Title: President

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



Exhibit A - Schedule of Fees

LMRK hourly rate schedule,

| | |
|-------------------------------|----------|
| Senior Project Manager | \$175.00 |
| Senior Engineer / QC Engineer | \$165.00 |
| Design Engineer | \$135.00 |
| Senior Designer | \$110.00 |
| Designer | \$70.00 |
| Administrative | \$55.00 |

Exhibit B - LMRK Team

Your Team

**City of Midwest
City**

**Project Manager / Lead
Engineer**
Reza Khakpour, PE, CFM, DBIA

QA / QC
Seth Barkhimer, PE, CFM

CAD / GIS
Anthony Crain

CAD
Lobat Meftah

LMRK
ENGINEERING

DESCRIPTION OF PROPOSED TEAM

The LMRK team will be led by Reza Khakpour and will utilize drafting resources needed for each project. Our team will also use Mr. Barkhimer's services for quality control and as additional capacity.

Principal Contact

Reza Khakpour, PE, CFM, DBIA
Managing Engineer / CEO
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142
405.394.6649
reza&@lmrkengineering.com

Exhibit C - Insurance

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2024

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 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 ALLIANT INSURANCE SERVICES INC 38383820 3000 NW 149TH STREET OKLAHOMA CITY OK 73134 | CONTACT NAME: | | |
| | PHONE (405) 751-8356 (A/C, No, Ext): | FAX (A/C, No): | |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED LMRK ENGINEERING LLC 7212 NW 129TH ST OKLAHOMA CITY OK 73142-2544 | INSURER A : Hartford Underwriters Insurance Company | | 30104 |
| | INSURER B : Property and Casualty Insurance Company of Hartford | | 34690 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYYY) | LIMITS | |
|----------|---|-----------|---|---------------|-------------------------|---------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | EACH OCCURRENCE | \$1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$1,000,000 | |
| | | | MED EXP (Any one person) | | | | \$10,000 | |
| | | | PERSONAL & ADV INJURY | | | | \$1,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | BODILY INJURY (Per person) | | | | | |
| | | | BODILY INJURY (Per accident) | | | | | |
| | | | PROPERTY DAMAGE (Per accident) | | | | | |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 38 WEC BB5KFU | 12/12/2023 | 12/12/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | E.L. EACH ACCIDENT | | | | \$100,000 | |
| | | | E.L. DISEASE -EA EMPLOYEE | | | | \$100,000 | |
| A | Employment Practices Liability Insurance | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | Each Claim Limit | \$25,000 |
| | | | Annual Aggregate Limit | | | | \$25,000 | |

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

Those usual to the Insured's Operations. Reference: MWC - On-Call Prof. Services.

CERTIFICATE HOLDER

The City of Midwest City
100 N MIDWEST BLVD
MIDWEST CITY OK 73110

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

Susan S. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. The Service Provider shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, or intentional, acts or omissions of the Service Provider, its employees and its consultants in the performance of professional services under this Agreement. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Harris Wilson, PE

Meshek & Associates, LLC

2000 N Classen, No. E-250

Oklahoma City, OK 73106

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, subject to the standard of care, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Agreement, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Meshek & Associates, LLC

By:  _____

Name: Ben Fletcher, PE, LSI

Title: Design Department Manager

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

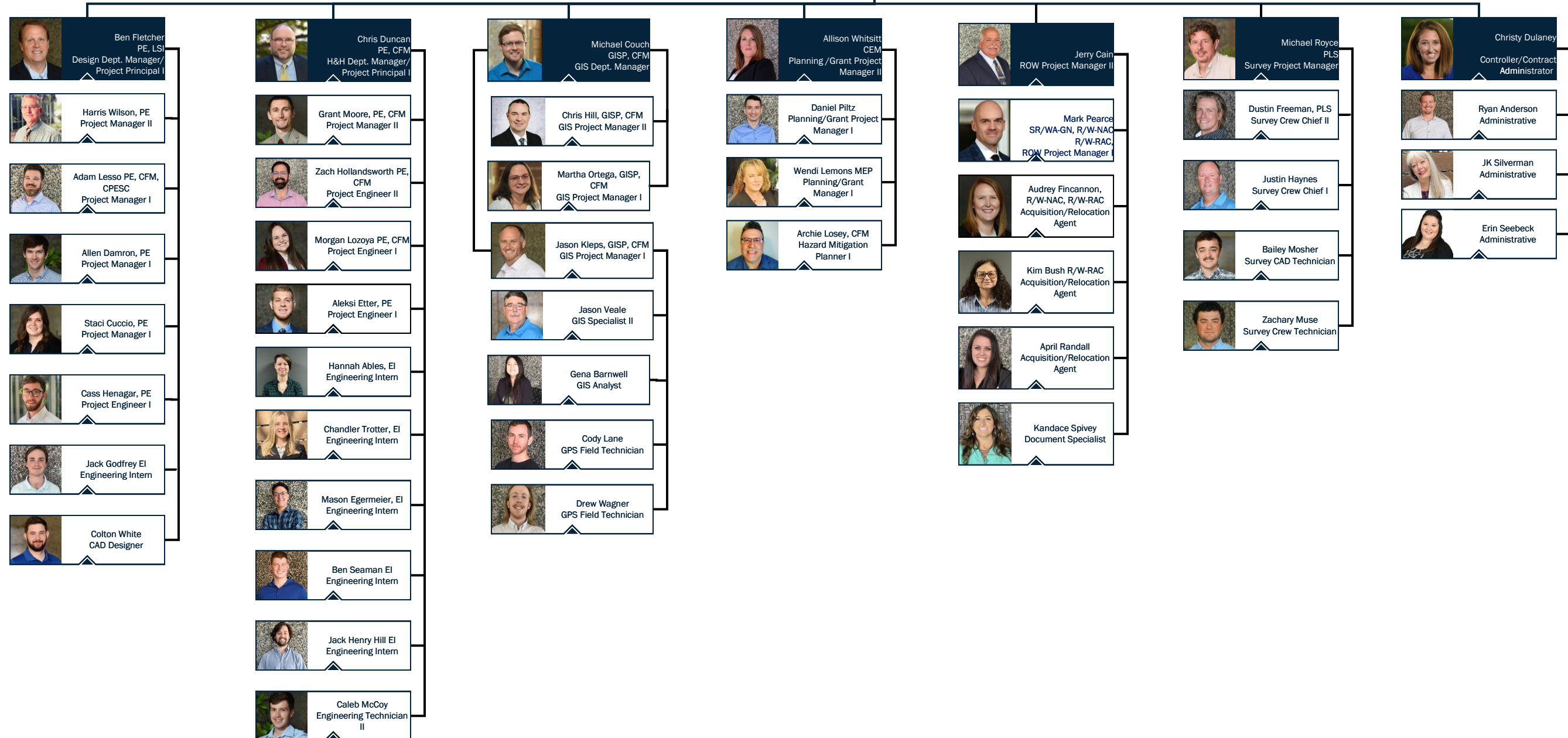


2024 Rate Schedule

| Allowance for Office Work | | | |
|---|-----------------------------|-----------------------------------|-----------|
| Project Principal II | \$ 325.00 | GIS Project Principal | \$ 240.00 |
| Project Principal I | \$ 300.00 | GIS Project Manager II | \$ 230.00 |
| Project Manager II | \$ 265.00 | GIS Project Manager I | \$ 185.00 |
| Project Manager I | \$ 190.00 | GIS Specialist II | \$ 145.00 |
| Project Engineer II | \$ 190.00 | GIS Specialist I | \$ 115.00 |
| Project Engineer I | \$ 135.00 | GIS Analyst | \$ 110.00 |
| Engineering Intern | \$ 130.00 | GIS Technician | \$ 95.00 |
| Engineering Technician II | \$ 125.00 | GPS Field Technician | \$ 85.00 |
| Engineering Technician I | \$ 100.00 | ROW Project Manager II | \$ 230.00 |
| CAD Designer | \$ 100.00 | ROW Project Manager I | \$ 210.00 |
| 3 Man Survey Crew | \$ 315.00 | Assistant ROW Project Manager | \$ 140.00 |
| 2 Man Survey Crew | \$ 215.00 | Acquisition/Relocation Agent | \$ 120.00 |
| Survey CAD Technician | \$ 95.00 | Real Estate Trainee | \$ 90.00 |
| Survey Crew Chief I | \$ 100.00 | Planning/Grant Project Manager II | \$ 205.00 |
| Survey Crew Chief II | \$ 130.00 | Planning/Grant Project Manager I | \$ 170.00 |
| Survey Crew Technician | \$ 85.00 | Planner II | \$ 135.00 |
| Survey Project Manager | \$ 205.00 | Planner I | \$ 125.00 |
| LiDAR Survey Crew | \$ 250.00 | Contract Administrator | \$ 210.00 |
| LiDAR Data Specialist | \$ 140.00 | Administrative | \$ 115.00 |
| Allowance for Travel | | | |
| Mileage | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current GSA Rate | | |
| Reproduction Costs | | | |
| 8-1/2"x11" print | \$ 0.15 | Billed per page printed | |
| 8-1/2"x14" print | \$ 0.20 | | |
| 11"x17" print | \$ 0.30 | | |
| Black and White Plots | \$ 5.00 | | |
| Color Plot | \$ 8.00 | | |
| Mylars | \$ 13.00 | | |
| Miscellaneous Outside Expenses and Fees | | | |
| Outside Direct Project Expenses | Passthrough at Cost | | |
| Subconsultant Services | Cost plus 5% management fee | | |

MESHEK & ASSOCIATES, LLC

ATTACHMENT B





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022 | CONTACT NAME: Cherie Crumley PHONE (A/C. No. Ext): 678.824.8554 FAX (A/C. No): 678.824.8554 E-MAIL ADDRESS: greylingcerts@greyling.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|
| INSURED Meshek & Associates, LLC 1437 South Boulder Avenue, Ste. 1550 Tulsa OK 74119 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Sentinel Insurance Company, Ltd. | 11000 | INSURER B : Twin City Fire Insurance Company | 29459 | INSURER C : Travelers Casualty and Surety Company | 19038 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Sentinel Insurance Company, Ltd. | 11000 | | | | | | | | | | | | | | |
| INSURER B : Twin City Fire Insurance Company | 29459 | | | | | | | | | | | | | | |
| INSURER C : Travelers Casualty and Surety Company | 19038 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1608047338

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 20UEGJG3007 | 4/4/2024 | 4/4/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 20WBGRX5873 | 4/4/2024 | 4/4/2025 | <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 |
| C | Professional Liability | | | 106741261 | 5/20/2024 | 5/20/2025 | Per Claim Aggregate 2,000,000 2,000,000 |

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

Re: Midwest City On-Call Professional Services.
 The City of Midwest City, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Plummer Associates, Inc., (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Alan Swartz, PE
Plummer Associates, Inc.
531 Couch Drive, Suite #200
Oklahoma City, Oklahoma 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

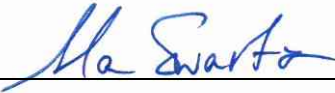
The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Plummer Associates, Inc.,

By: 

Name: Alan Swartz

Title: Principal, Oklahoma Design Team Leader

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2024

| Staff Description | 2024 Rate |
|---|-----------|
| Staff Admin | \$100.00 |
| Senior Admin | \$115.00 |
| Staff CAD | \$120.00 |
| Senior CAD | \$145.00 |
| CAD Manager | \$165.00 |
| Staff CM | \$135.00 |
| Project CM | \$165.00 |
| Senior CM | \$220.00 |
| Principal CM | \$300.00 |
| Staff RPR | \$115.00 |
| Senior RPR | \$160.00 |
| Staff Geospatial | \$105.00 |
| Senior Geospatial | \$130.00 |
| Geospatial Manager | \$160.00 |
| Intern | \$80.00 |
| Staff Engineer/Scientist | \$140.00 |
| Project Engineer/Scientist | \$180.00 |
| Project Manager | \$250.00 |
| Subject Matter Expert/ Senior Project Manager | \$305.00 |
| Principal | \$340.00 |

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

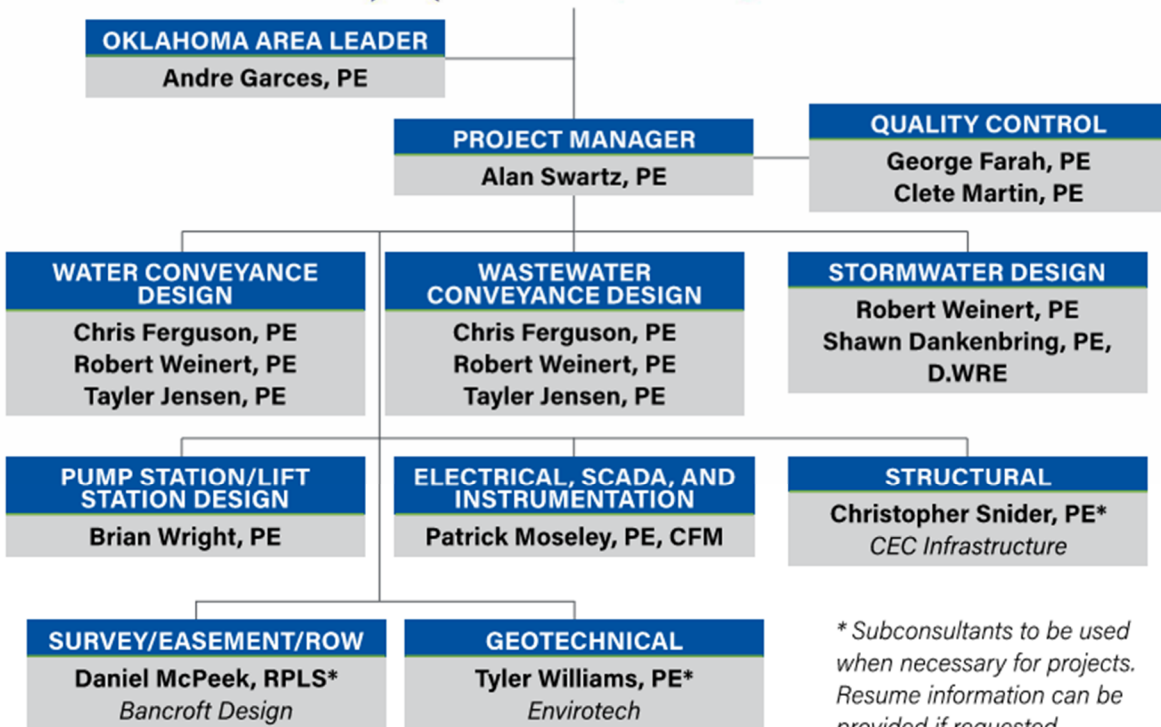
A technology charge will be billed at \$5 per labor hour.

ATTACHMENT B

SERVICE PROVIDER'S TEAM



Alan Swartz, PE | Oklahoma Design Team Leader
 531 Couch Dr., Suite 200, Oklahoma City, Oklahoma 73102
 405.896.4322
 aswartz@plummer.com



** Subconsultants to be used when necessary for projects. Resume information can be provided if requested.*



ATTACHMENT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2024

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.

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.

Table with 2 main columns: PRODUCER (Risk Strategies) and INSURED (Plummer Associates, Inc.), and CONTACT INFORMATION (Joe Bryant) and INSURER(S) AFFORDING COVERAGE (XL Specialty, Hartford, etc.).

COVERAGES CERTIFICATE NUMBER: 81822378 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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Professional Liability, and Cyber Liability.

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.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Midwest City) and 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).

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and SRB, LLC (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

to be provided as set forth on **Attachment “B”** (“**Service Provider’s Team**”) without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment “A”** (“**Schedule of Fees / Rate Card**”).

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed, and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence, and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Craig Wallace
SRB, LLC
100 N.E. 5th St
Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: SRB, LLC

By: _____

Name: Marc A. Long, P.E.

Title: Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

Attachment A

SRB RATE SCHEDULE 2024-2025

| Personnel Classification | Approved Hourly Rate |
|---------------------------------|-----------------------------|
| Principal In Charge | \$295 |
| Engineering Manager | \$240 |
| Sr. Project Manager | \$220 |
| Project Manager | \$195 |
| SR. Engineer | \$170 |
| Staff Engineer | \$140 |
| Urban & Regional Planner | \$130 |
| Engineer-Intern | \$135 |
| Design Technician | \$160 |
| SR. CAD Technician | \$120 |
| CAD Technician II | \$100 |
| CAD Technician I | \$90 |
| Drone Operator | \$120 |
| GIS Technician | \$120 |
| Utilities Coordinator | \$148 |
| Professional Land Surveyor | \$190 |
| Field Survey Crew | \$180 |
| Construction Administrator | \$148 |
| Construction Inspector | \$110 |
| SR. Inspector | \$140 |
| ROW-Legal | \$190 |
| ROW Specialist | \$110 |
| Office Manager | \$95 |
| Office Clerical | \$75 |

Rate schedule shall be submitted annually and be effective from January 1 through December 31 of each year. Rates subject to adjustment for inflation based on amounts identified annually in the Consumer Price Index (CPI) for this region.

ATTACHMENT B
SERVICE PROVIDER'S TEAM

| | |
|-----------------------------------|--|
| SR PROJECT MANAGER- | <i>Craig Wallace</i> |
| ENGINEERING MANAGER- | <i>Marc Long, P.E.</i> |
| SURVEY PROJECT MANAGER- | <i>Taylor Denniston, P.L.S</i> |
| SR. ENGINEER- | <i>Grady Wade, P.E.</i> <i>Robert Mullins, P.E.</i> <i>Amanda Way, P.E.</i> |
| STAFF ENGINEER | <i>Brandon Everhart, P.E.</i> |
| ENGINEERING INTERN | <i>Wade Gariner</i> |
| CAD TECH- | <i>Ronnie Gray</i> <i>Derrick Bergfeld</i> <i>Bryan Deason</i> |
| PROFESSIONAL LAND SUVEYOR- | <i>Justin Smith, P.L.S</i> |
| CLERICAL- | <i>Krista Weber</i> <i>Callie Fuller</i> |
| ROW SPECIALIST | <i>Jessi Early, R.W.P.</i> |
| SURVEY CREW (2-MAN) | <i>Varies</i> |



SMITBAL01C

CKADIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

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 License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118 | CONTACT NAME: Cecile Kadia PHONE (A/C, No, Ext): (405) 556-2311 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Cecile.Kadia@INSURICA.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURED | NAIC # |
| Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104 | INSURER A: American Casualty Co. of Reading, PA 20427 INSURER B: Continental Casualty Company 20443 INSURER C: Continental Insurance Company 35289 INSURER D: National Fire Insurance Co. of Hartford 20478 INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 6079846635 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENE \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6079846649 | 12/18/2023 | 12/18/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6079846618 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC679846621 | 12/18/2023 | 12/18/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Inland Marine | | | 6079846635 | 12/18/2023 | 12/18/2024 | Leased/Rented Equip 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured and Waiver of Subrogation in favor of Certificate holder & below entities with respects to the General Liability coverage subject to the policy terms and conditions as their interests may appear per written contract.

Additional Entities:

- THE CITY OF MIDWEST CITY
- MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
- MIDWEST CITY MUNICIPAL AUTHORITY
- MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| The City of Midwest City, City Clerk 100 N. Midwest Boulevard Midwest City, OK 73110 | 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 |
|--|---|

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Architecture; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. **TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants to the best of our knowledge, information and belief that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Anthony McDermid
TAP Architecture, LLC
415 N Broadway Avenue
Oklahoma City, OK 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: TAP Architecture, LLC

By:  _____

Name: Anthony McDermid, AIA, RIBA

Title: Owner & Founding Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

2024 HOURLY RATE SCHEDULE

| | |
|------------------------------------|----------------|
| Principal | \$225 per hour |
| Architect IV | \$195 per hour |
| Architect III | \$170 per hour |
| Architect II | \$145 per hour |
| Architect I | \$120 per hour |
| Interiors III | \$145 per hour |
| Interiors II | \$120 per hour |
| Interiors I | \$85 per hour |
| Architectural Intern III | \$110 per hour |
| Architectural Intern II | \$100 per hour |
| Architectural Intern I | \$90 per hour |
| Architectural Student Intern | \$70 per hour |
| Director of Project Management ... | \$195 per hour |
| Senior Project Manager | \$170 per hour |
| Project Manager | \$145 per hour |
| CAD Tech II | \$75 per hour |
| CAD Tech I | \$65 per hour |
| Marketing Director | \$125 per hour |

The Hourly Rate Schedule is reissued annually and applies to the calendar year in which it is published.



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

TAP TEAM

BILLING LEVEL

Anthony McDermid Principal
Principal & Founding Owner

Clay Dobbins Architect III
Partner Architect

Chris Teehee Director of Project
Director of Project Management & Partner
Management

Russell Megee Sr. Project Manager
Sr. Project Manager

Zach Hicks Project Manager
Project Manager

Allison Fredrickson Interiors III
Director of Interior Design

Sandra Perkins Interiors II
Interior Designer

Laura Silverio Architectural Intern II
Project Designer

Rachel Smith-Streck Marketing Director
Director of Marketing &
Business Development



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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: _____ | |
| | PHONE (A/C. No. Ext): _____ | FAX (A/C. No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Hartford Fire Insurance Company | | 19682 |
| INSURER B: Valley Forge Insurance Company | | 20508 |
| INSURER C: Continental Casualty Company | | 20443 |
| INSURER D: American Casualty Company of Reading, PA | | 20427 |
| INSURER E: | | |
| INSURER F: | | |

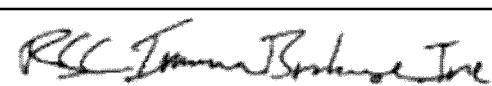
COVERAGES **CERTIFICATE NUMBER:** 78066083 **REVISION NUMBER:**

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 | | | | |
|----------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|------------|-----------|-----------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$150,000 | | | | |
| B | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614731 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table> | Y/N | | N | N/A | | <input checked="" type="checkbox"/> | 7012614700 | 1/21/2024 | 1/21/2025 | <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 |
| Y/N | | | | | | | | | | | |
| N | N/A | | | | | | | | | | |
| A | Professional Liability | | <input checked="" type="checkbox"/> | 46OH0429351 | 1/21/2023 | 1/21/2024 | Per Claim \$2,000,000 Annual Aggregate \$2,000,000 | | | | |

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 the certificate holder on all policies.

| | |
|---|---|
| CERTIFICATE HOLDER Master Certificate | 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  RSC Insurance Brokerage |

© 1988-2015 ACORD CORPORATION. All rights reserved.

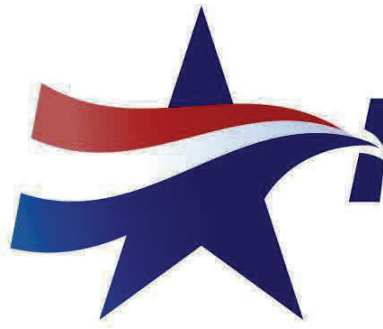
ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

ECONOMIC DEVELOPMENT
AUTHORITY AGENDA





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 24, 2024 – 6:03 PM

| | | |
|---|-----------------------|-------------------------------|
| Presiding members: Chairman Matthew Dukes | City Staff: | |
| Trustee Susan Eads | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, or possible action to approve the August 27, 2024, meeting minutes. (Secretary - S. Hancock)

2. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000. (Engineering & Construction Services - B. Bundy)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



DISCUSSION ITEMS



Notice for the Economic Development Authority special meeting was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website. (www.midwestcityok.org)

Midwest City Economic Development Authority Minutes

August 27, 2024

This **special meeting** was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:12 PM with following members present:

| | | |
|----------------------|-----------------------|-------------------------------|
| | Trustee Marc Thompson | General Manager Tim Lyon |
| Trustee Pat Byrne | Trustee Sara Bana | Secretary Sara Hancock |
| Trustee Rita Maxwell | Trustee Rick Favors | Authority Attorney Don Maisch |

Absent: Trustee Eads

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Absent: Eads. Motion Carried.

1. Discussion, consideration, or possible action to approve the July 23, 2024 special meeting minutes.
2. Discussion, consideration, and possible action of approving a Memorandum of Understanding (MOU) between the City of Midwest City, the Midwest City Economic Development Authority and the Midwest City Utilities Authority for the engineering, design and construction of a rail spur for the Soldier Creek Industrial Park (SCIP).
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2024-2025, increase: Economic Development Authority Fund, expenditures/EDA (95) \$3,326,515.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:13 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Chairman and Trustees

FROM : Brandon Bundy, P.E., Director

DATE : September 24, 2024

SUBJECT : Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000.

This type of agreement is new to Midwest City but is regularly used in other cities across the metro. It will allow for City staff to quickly engage this consultant with a work-order type arrangement on projects that either have a tight timeline or are small in nature. The City Manager will have the ability to sign all task orders under \$100,000 and any task orders higher than that amount will come back to City Council.

Previously, the City would do selections for each individual project; a sometimes consuming process. The agreement will be for a term of 1 year with ability to renew for additional years.

City staff published a Request for Qualification (RFQ) in August of this year for three categories of agreement; Engineering, Survey, and Architecture. Overall, the City received qualification statements from 31 Engineering, 11 Survey, and 13 Architecture firms. On August 20, staff from Engineering, Public Works, and Planning met to discuss the qualification statements and selected 4 Engineering firms, 1 Survey, and 1 Architecture to pursue engineering agreements.

The agreement itself does not obligate any funding but each task order will be encumbered with the appropriate project number. This action will be replicated before the following authorities to allow for flexibility in funding of the individual task orders:

- Midwest City Memorial Hospital Authority
- Midwest City Municipal Authority
- Midwest City Economic Development Authority

For selection, staff present determined which firms have done successful projects with the City and who we felt was most prepared and reliable for future work. There was also consideration for what is already contracted. Staff wanted to spread the work around and diversify where possible so as not to overload any one firm. We also agreed to structure the selected civil consultants into the following sub categories which follows what we feel comfortable as their principal specialty:

Roadway: SRB

Utility: LMRK and Plummer

Drainage: Meshek

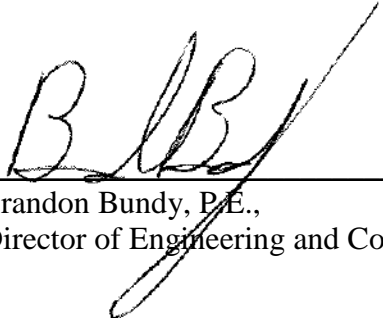
For Utility projects, we plan to rotate task orders between LMRK and Plummer. For those projects that don't fit neatly into one of the sub-categories; staff will need to make the determination based on the majority of the work.

There are a number of small projects in this year's budget which will be tasked to these awarded firms. As an example:

- Sooner Road RR Crossing Repair
- Resurface Shared CL Roads
- Drainage Infrastructure Repairs
- Reno Water Line Air Depot to Midwest Blvd
- Midwest Blvd Water Line RR NE 16th to NE 23rd
- Handicapped BR Remodel

The intent of the function of these agreements are as follows:

- A project which needs professional consultations is identified.
- The appropriate staff contacts the necessary on-call professional already under contract with an identified scope of work.
- The on-call professional then prepares a task order which will detail the number of hours to complete the task. The billable hours will be set by this agreement.
- The task order is negotiated between the appropriate staff and the on-call professional. Once mutual agreement on the task order; it will be taken to City Manager for execution and then subsequent encumbrance.
- After encumbrance; the on-call professional will receive the executed task order and work will begin.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC

And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Johnson and Associates, LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Survey; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by **Service Provider**’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this **Agreement** together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s Team**”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment "C"**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tyler Muzny

Johnson and Associates, LLC

1 E. Sheridan Ave, Suite 200

Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Johnson and Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

**THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY**

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: Johnson and Associates, LLC

By:

Name:

Title:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____
day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____
day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

between

Johnson and Associates, LLC

And

THE CITY OF MIDWEST CITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

MIDWEST CITY MUNICIPAL AUTHORITY

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

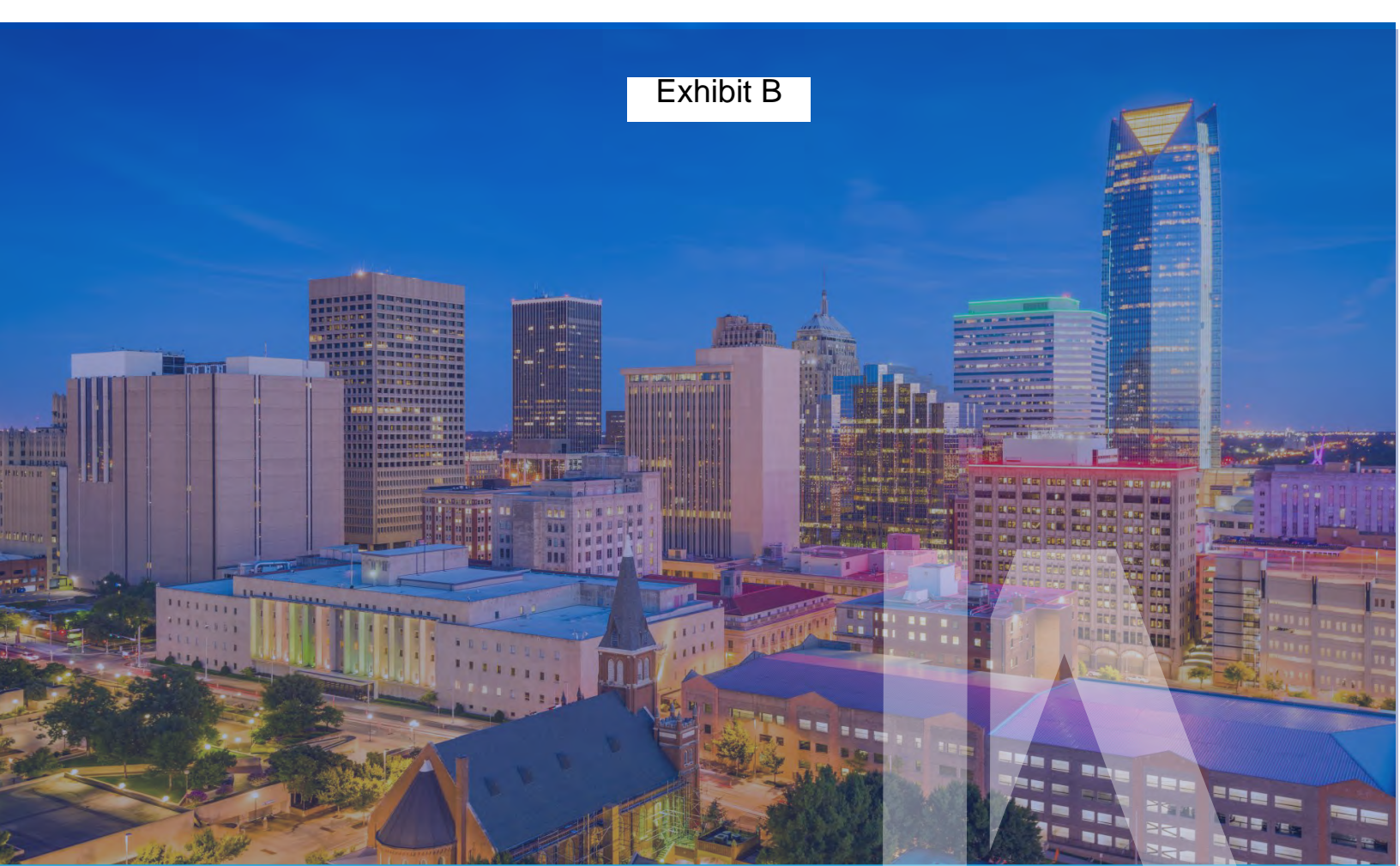
Exhibit A



Johnson & Associates, LLC
Billing Rate(s)
Effective January 2, 2024

| | |
|--------------------------------------|----------|
| <i>Principal Engineer</i> | \$240.00 |
| <i>Director of Engineering</i> | \$210.00 |
| <i>Hydraulic Engineer</i> | \$210.00 |
| <i>Professional Engineer</i> | \$195.00 |
| <i>Staff Engineer</i> | \$150.00 |
| <i>CAD Operator</i> | \$110.00 |
| <i>Engineering Intern/Technician</i> | \$95.00 |
| <i>Registered Inspector</i> | \$120.00 |
| <i>Inspector</i> | \$95.00 |
| <i>Principal Surveyor</i> | \$200.00 |
| <i>Professional Land Surveyor</i> | \$165.00 |
| <i>Survey Coordinator</i> | \$145.00 |
| <i>Survey Technician</i> | \$120.00 |
| <i>Survey Crew</i> | \$185.00 |
| <i>Principal Planner</i> | \$180.00 |
| <i>Senior Planner</i> | \$160.00 |
| <i>Project Planner</i> | \$130.00 |
| <i>Planning Intern/Technician</i> | \$95.00 |
| <i>Administration</i> | \$80.00 |

Exhibit B



CIVIL ENGINEERING URBAN PLANNING SURVEY SERVICES

JA
JOHNSON & ASSOCIATES

1 E. SHERIDAN • SUITE 200
OKLAHOMA CITY, OK 73104

FIRM BACKGROUND & EXPERIENCES

Johnson & Associates L.L.C. (J&A) began in 1988 with just a few passionate people committed to providing a higher level of engineering and surveying services. To us, that meant providing smart, innovative solutions to clients' needs with the promise that we don't just close the job when the work is done. We're often on the phone and in the field long after the project is finished.

Today, we are a full-service engineering, planning and surveying company with expertise in land development, transportation, utilities, hydraulics and hydrology, planning, technical assistance, construction inspection and administration, and land, title and construction surveying throughout the Midwest and across the nation. With more than 78 people on staff, our team is diverse and responsive – establishing Johnson & Associates as a trusted partner who can deliver quality solutions with greater attention to detail and much quicker turnaround times.



ENGINEERING

- CIVIL DESIGN
- SITE DEVELOPMENT
- WATER DISTRIBUTION SYSTEMS

SURVEYING

- LAND DEVELOPMENT SERVICES
- TOPOGRAPHIC SERVICES
- AERIAL IMAGING

URBAN PLANNING

- LAND USE / ZONING & PERMITTING
- SITE MASTER PLANNING
- MUNICIPAL CONSULTING
- URBAN DESIGN
- COMPREHENSIVE PLANNING
- PUBLIC ENGAGEMENT

TRAFFIC ENGINEERING & PLANNING

- TRAFFIC COUNTING & PROCESSING
- TRAFFIC IMPACT STUDIES
- SIGNAL WARRANT ANALYSIS
- TRAFFIC SIGNAL, INTERSECTION DESIGN
- TRAFFIC CONTROL PLAN GENERATION

UTILITY EXPLORATION

- PRIVATE UTILITY LOCATES
- UTILITY MAPPING
- HYDRIC EXCAVATION

STORMWATER ANALYSIS & DESIGN

- HYDRAULIC & HYDROLOGY ANALYSIS
- FLOOD STUDIES
- DRAINAGE DESIGN
- PERMITTING

CONSTRUCTION SUPERVISION

- SITE REPRESENTATION
- CONTRACT / CONSTRUCTION ADMINISTRATION
- CONSTRUCTION INSPECTION
- PROJECT DOCUMENTATION



PROJECT HIGHLIGHTS

Chesapeake Energy Main Campus
Engineering & master planning of the Chesapeake Energy main campus

Bricktown Entertainment District/Canal Waterways
bridges, landscaping, fountain plaza, paths, & more

Rivendell Subdivision
All aspects of civil engineering for this upper end residential project

YEARS OF EXPERIENCE 46 Years in the civil engineering field

EDUCATION BS in Civil Engineering, California State Polytechnic University, 1976

REGISTRATION Professional Engineer: OK, AR, AZ, CO, KS, MD, MI, MO, NM, OH, TN, TX, VA

PROFESSIONAL ORGANIZATIONS

Downtown OKC BID Advisory Board
Urban Land Institute (ULI) Advisory Board
OMCA Board of Directors
Advisory Committee to the City of OKC Planning Commission
Advisory Committee to the City of OKC Public Works Department Specification Review / Update
Building Code Review Committee

WORK EXPERIENCE

JOHNSON & ASSOCIATES

President / Principal

March 1988 – Present

Mr. Johnson manages all aspects of Johnson & Associates, a civil engineering, surveying, and planning firm located in Oklahoma City. Johnson & Associates works in all aspects of civil engineering, and specializes in hydraulics & hydrologic studies, master planning, large various planning functions nationwide.

LHE, PA.

President / Owner

June 1986 – March 2009

Mr. Johnson owned and managed LHE, PA., a civil engineering and surveying company in Overland Park, Kansas. LHE, PA. served the Kansas City Metropolitan Area, along with projects throughout Kansas, Missouri, and Arkansas. LHE, PA. performed all types of civil engineering, including design, inspection, planning, and surveying.

SMITH-ROBERTS-JOHNSON & ASSOCIATES

Vice President / Co-Owner

July 1981 – March 1988

Mr. Johnson acted as the principal-in-charge of all production work for this Oklahoma City civil engineering firm. Timothy worked primarily with the private sector, various municipalities, and the State of Oklahoma. Smith-Roberts-Johnson & Associates performed all types of civil engineering design.

THE CITY OF OKLAHOMA CITY

Senior Civil Engineer

July 1976 – July 1981

Mr. Johnson was responsible for the water utility design for the Community Development Department, Engineering Division of the City of Oklahoma City. During Timothy's tenure, the 1981 Pitometer Study was being updated, and all water coordination was done through Mr. Johnson's office.





PROJECT HIGHLIGHTS

First National Center *Five-page multi-layer survey*

Producer's Coop *Seven-page ALTA survey produced in under 30 days*

Atoka Water Line *50-mile topographic & section boundary survey*

EDUCATION

AAS in Civil/Surveying Technology, Oklahoma State University–OKC, 2008-2009

AS in Pre-Engineering, Oklahoma City Community College, 2006-2008

REGISTRATION Licensed Professional Land Surveyor – 2012

PROFESSIONAL ORGANIZATIONS Oklahoma Society of Land Surveyors

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Principal Licensed Professional Land Surveyor

January 2018 – Present

As a Principal at Johnson & Associates, Mr. Johnson aids in business management, as well as manages the survey department office personnel and field crews. His duties include utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits. Additionally, Mr. Johnson reviews title commitments and performs research in various counties across Oklahoma. Matthew regularly communicates with clients, title companies, and attorneys to ensure that the surveys and information produced were accurate and met all requirements.

Licensed Professional Land Surveyor

January 2013 – December 2017

In this role, Mr. Johnson performed all the duties of his current position, with the exception of his current business management duties. During this time, Matthew was instrumental in the development of using aerial unmanned aircraft to produce and analyze survey data from the air.

Land Survey Technician

June 2008 – December 2012

Working from J&A Headquarters under the direct supervision of a professional land surveyor, Mr. Johnson was responsible for operating CAD and other surveying software. His duties included analyzing field data, aiding in creating and resolving property boundaries, writing legal descriptions, reviewing title commitments, and creating ALTA/ACSM land title, boundary, elevation, and topographic surveys, as well as various types of exhibits. Additionally, Mr. Johnson's duties included researching jobs in various counties across Oklahoma.

Land Survey Crew Member

June 2005 – May 2008

Mr. Johnson was part of a field crew responsible for operating various types of land surveying equipment. Matthew's duties included recording notes and data utilized to create ALTA/ACSM land title, boundary, and topographic surveys.

**PROJECT HIGHLIGHTS****FIRST NATIONAL CENTER****MAPS 3 OKC STREETCAR****CHESAPEAKE CAMPUS****WORK EXPERIENCE****JOHNSON & ASSOCIATES****Survey Coordinator**

2011 – Present

As survey coordinator, James is responsible for scheduling all field crews, reviewing architectural, civil and structural plans by internal projects as well as those submitted by outside contractors, and prepare plans for field crews.

Survey Tech

2008 – 2011

James was responsible for supporting land surveyors through Auto CAD; assisting on land survey exhibits, legal descriptions, topographic surveys, and ALTA surveys. He also assisted with civil plan reviews and construction calculations, property research, and prepped field work for survey crews.

Instrument Man

2007 – 2008

James began his role at the company preparing field equipment for field survey-related tasks. His skills and abilities and dedication to the job quickly earned him recognition and promotion within the team.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION BS in Geomatics Engineering, California State University Fresno

REGISTRATION Licensed Professional Land Surveyor – California

WORK EXPERIENCE

JOHNSON & ASSOCIATES

Professional Land Surveyor

December 2023 – Present

Mr. Patten has several duties at a PLS including utilizing CAD & other surveying programs, analyzing field data, resolving property boundaries, creating legal descriptions, and producing ALTA/ACSM & ALTA/NSPS land title, boundary, topographic, flood elevation surveys, & various types of exhibits.

REGGERI-JENSEN-AZAR

Associate Surveyor

July 2020 – November 2023

Mr. Patten oversees one office survey technician and supervise five field survey personal. His main role is office surveying for a broad range of surveys.

Creation of new photogrammetric drone program for survey department.

Creation of mapping for land subdivisions, including parcel maps, final maps and plat and legal descriptions.

CALIBRE CONSULTING

Surveyor

July 2018 – June 2020

Assistant to department lead. Oversaw two survey team members within the company. Remained the lead project surveyor of Auckland City Rail Link Subsection C1 until tunnel completion.

DOWNER GROUP

Senior Survey Technician

January 2018 – July 2018

Lead project surveyor for Auckland City Rain Rink C1 Project until position moved to Calibre Consulting. Experience in open pit, underground tunneling and inter-city surveying.

REGGERI-JENSEN-AZAR

Assistant Surveyor

June 2014 - January 2018

Assistant to Licensed Surveyor gaining direct experience on the fundamentals of Land Development surveying.





PROJECT HIGHLIGHTS

**OKANA RESORT AND
INDOOR WATER PARK**
Multi-layer Survey

EDUCATION AAS in Surveying Technology, Oklahoma State

REGISTRATION Licensed Professional Land Surveyor - Oklahoma

WORK EXPERIENCE

JOHNSON & ASSOCIATES**Licensed Professional Land Surveyor**

January 2024 – Present

Joining J&A, Mr. Murphy now assists Matt Johnson with the research & preparation of various land title, topographic & boundary surveys. including: preparing field packets, reviewing & processing field data, resolving boundaries, preparing legal descriptions, exhibits & survey plats.

COWAN GROUP ENGINEERING**Survey Division Manager**

February 2023 – January 2024

As survey division manager, Mr. Murphy's duties expanded to overseeing both office personnel and field crews, working closely with the ownership group to develop the survey department, creating a new project management system, preparing educational presentations about land surveying & the department, and resolve day-to-day issues.

DODSON-THOMPSON-MANSFIELD**Field Manager /SURVEY TECHNICIAN**

December 2017 - February 2023

After becoming licensed and taking over the management of field operations, Mr. Murphy's duties & responsibilities expanded to include overseeing 4 field crews' daily operations, preparing packets for & scheduling projects for field work, maintaining company equipment & supply inventory, training & mentoring field crew members, reviewing incoming field data, pursuing new innovations & adapting technologies into the company's workflow, and assist with new project proposals.

Working in both the office as a CAD technician and out in the field as a field technician under the direction of the professional land surveyors, Mr. Murphy's duties & responsibilities included some of the duties of his previous position, as well as processing incoming field data, drafting survey plats, resolving boundaries, reviewing title commitments, preparing legal descriptions, and collecting research for new projects.





OUR UTILITY EXPLORATION DIVISION CAN HELP YOU **EXPOSE UNDERGROUND UTILITIES** WITH MINIMAL DISTURBANCE & RISK OF DAMAGING LINES, MAPPING THEM WITH **SUB-CENTIMETER ACCURACY**.

CODY EAKLE JAUE ENGINEERING TECHNICIAN
CODY@JAOKC.COM



- THE J&A NAME YOU KNOW
- THE SURVEY EXPERTISE TO BRING YOU MORE **ACCURATE REPORTING**
- A MORE SEAMLESS EXPERIENCE FROM EXPLORATION TO SURVEY
- COST EFFICIENCY
- RESPONSIVE & ADAPTABLE
- WE KNOW UTILITIES AND WE KNOW WHO TO CALL



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/24

| | | |
|---|--|---------------|
| PRODUCER Alexandria Newton 2524 N Broadway #557 Edmond, OK 73034 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Johnson and Associates, LLC 1 East Sheridan Avenue, Suite 200 Oklahoma City, OK 73104 | INSURER A: American National Insurance | |
| | INSURER B: Comp Source | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|------|-----------|-------|--|---------------|----------------------------------|-----------------------------------|--|--------------|
| A | | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 3501X0003 | 09/02/2024 | 09/02/2025 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$ 2,000,000 | |
| A | | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 3501C0001 | 09/02/2024 | 09/02/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| A | | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | 3501E0090 | 10/17/2024 | 10/17/2025 | EACH OCCURRENCE | \$ 9,000,000 |
| | | | | | | | AGGREGATE | \$ 9,000,000 |
| B | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 03576878 24 1 | 06/01/2024 | 06/01/2025 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | OTHER | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Midwest City
 100 N. Midwest Boulevard
 Midwest City, OK 73110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Alexandria Newton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and LMRK Engineering LLC, (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Reza Khakpour
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: LMRK Engineering

By:  _____

Name: Reza Khakpour

Title: President

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
LMRK Engineering LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



Exhibit A - Schedule of Fees

LMRK hourly rate schedule,

| | |
|-------------------------------|----------|
| Senior Project Manager | \$175.00 |
| Senior Engineer / QC Engineer | \$165.00 |
| Design Engineer | \$135.00 |
| Senior Designer | \$110.00 |
| Designer | \$70.00 |
| Administrative | \$55.00 |

Exhibit B - LMRK Team

Your Team

**City of Midwest
City**

**Project Manager / Lead
Engineer**
Reza Khakpour, PE, CFM, DBIA

QA / QC
Seth Barkhimer, PE, CFM

CAD / GIS
Anthony Crain

CAD
Lobat Meftah

LMRK
ENGINEERING

DESCRIPTION OF PROPOSED TEAM

The LMRK team will be led by Reza Khakpour and will utilize drafting resources needed for each project. Our team will also use Mr. Barkhimer's services for quality control and as additional capacity.

Principal Contact

Reza Khakpour, PE, CFM, DBIA
Managing Engineer / CEO
LMRK Engineering
7212 NW 129th Street
Oklahoma City, OK 73142
405.394.6649
reza&@lmrkengineering.com

Exhibit C - Insurance

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2024

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 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 ALLIANT INSURANCE SERVICES INC 38383820 3000 NW 149TH STREET OKLAHOMA CITY OK 73134 | CONTACT NAME: | | |
| | PHONE (405) 751-8356 (A/C, No, Ext): | FAX (A/C, No): | |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED LMRK ENGINEERING LLC 7212 NW 129TH ST OKLAHOMA CITY OK 73142-2544 | INSURER A : Hartford Underwriters Insurance Company | | 30104 |
| | INSURER B : Property and Casualty Insurance Company of Hartford | | 34690 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYYY) | LIMITS | |
|----------|--|-----------|---|---------------|-------------------------|---------------------------|---|---------------------------------|
| A | COMMERCIAL GENERAL LIABILITY | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | EACH OCCURRENCE | \$1,000,000 |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | <input checked="" type="checkbox"/> General Liability | | | | | | MED EXP (Any one person) | \$10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| A | AUTOMOBILE LIABILITY | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | ALL OWNED AUTOS | | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB | | | | | | AGGREGATE | |
| | DED | | RETENTION \$ | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 38 WEC BB5KFU | 12/12/2023 | 12/12/2024 | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT | \$100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE -EA EMPLOYEE | \$100,000 |
| A | Employment Practices Liability Insurance | | | 38 SBA AS4N44 | 05/15/2024 | 05/15/2025 | Each Claim Limit | \$25,000 |
| | | | | | | | Annual Aggregate Limit | \$25,000 |

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

Those usual to the Insured's Operations. Reference: MWC - On-Call Prof. Services.

CERTIFICATE HOLDER

The City of Midwest City
100 N MIDWEST BLVD
MIDWEST CITY OK 73110

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

Susan S. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2024

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 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).

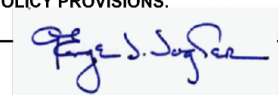
| | | |
|--|--|-------------------------|
| PRODUCER RESERVED RESOURCE INSURANCE 9 W Arrowhead Circle Santa Fe, NM 87506 | CONTACT NAME: George J. Vogler PHONE (A/C, No, Ext): 505-780-5009 E-MAIL ADDRESS: george.vogler@ae-always.com | FAX (A/C, No): 4 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED LMRK Engineering LLC 7212 NW 129th Street Oklahoma City, OK 73142-2544 | INSURER A : Travelers Casualty & Surety Company of America | NAIC # 31194 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> 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 | | | | | | 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | 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 OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROFESSIONAL LIABILITY | | | 107626252 | 04/27/2024 | 04/27/2025 | \$1,000,000 Per Claim (including defense cost) \$2,000,000 Aggregate (including defense cost) |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate of insurance is issued in connection with Project: On-Call Professional Services; however, the policy limits are not reserved to the certificate holder, proposal or contemplated services.

| | |
|--|--|
| CERTIFICATE HOLDER City of Midwest City 100 N. Midwest Boulevard Midwest City OK 73110 | 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  |
|--|--|

© 1988-2010 ACORD CORPORATION. All rights reserved.

Clear All

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on **Attachment “B”** (“**Service Provider’s Team**”) without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment “A”** (“**Schedule of Fees / Rate Card**”).

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. The Service Provider shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent, or intentional, acts or omissions of the Service Provider, its employees and its consultants in the performance of professional services under this Agreement. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Harris Wilson, PE

Meshek & Associates, LLC

2000 N Classen, No. E-250

Oklahoma City, OK 73106

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, subject to the standard of care, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Agreement, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

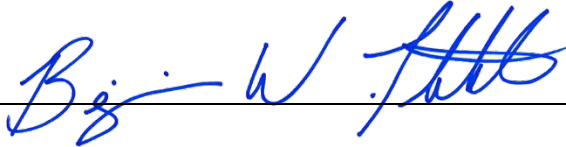
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Meshek & Associates, LLC

By: _____



Name: Ben Fletcher, PE, LSI

Title: Design Department Manager

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Meshek & Associates, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

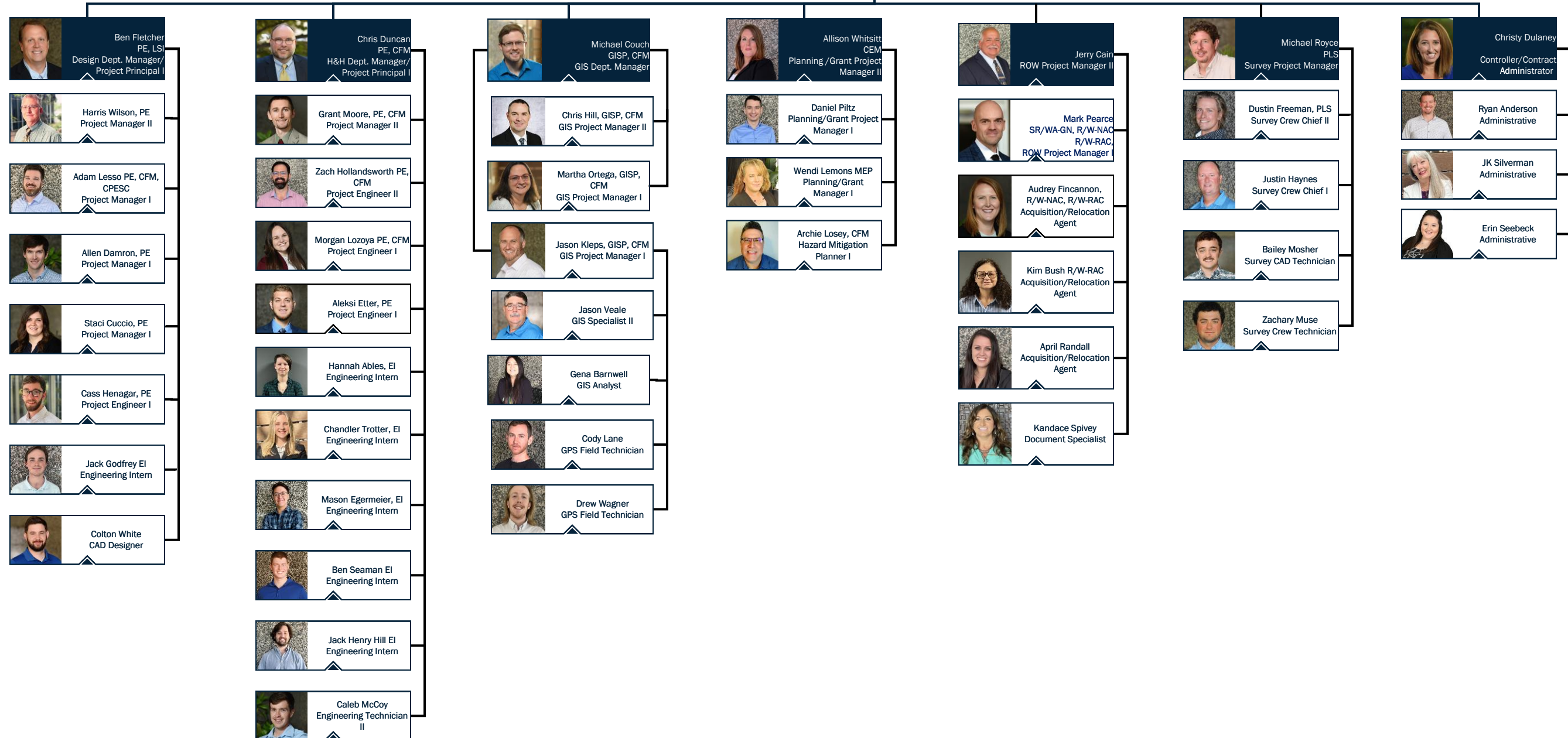


2024 Rate Schedule

| Allowance for Office Work | | | |
|---|-----------------------------|-----------------------------------|-----------|
| Project Principal II | \$ 325.00 | GIS Project Principal | \$ 240.00 |
| Project Principal I | \$ 300.00 | GIS Project Manager II | \$ 230.00 |
| Project Manager II | \$ 265.00 | GIS Project Manager I | \$ 185.00 |
| Project Manager I | \$ 190.00 | GIS Specialist II | \$ 145.00 |
| Project Engineer II | \$ 190.00 | GIS Specialist I | \$ 115.00 |
| Project Engineer I | \$ 135.00 | GIS Analyst | \$ 110.00 |
| Engineering Intern | \$ 130.00 | GIS Technician | \$ 95.00 |
| Engineering Technician II | \$ 125.00 | GPS Field Technician | \$ 85.00 |
| Engineering Technician I | \$ 100.00 | ROW Project Manager II | \$ 230.00 |
| CAD Designer | \$ 100.00 | ROW Project Manager I | \$ 210.00 |
| 3 Man Survey Crew | \$ 315.00 | Assistant ROW Project Manager | \$ 140.00 |
| 2 Man Survey Crew | \$ 215.00 | Acquisition/Relocation Agent | \$ 120.00 |
| Survey CAD Technician | \$ 95.00 | Real Estate Trainee | \$ 90.00 |
| Survey Crew Chief I | \$ 100.00 | Planning/Grant Project Manager II | \$ 205.00 |
| Survey Crew Chief II | \$ 130.00 | Planning/Grant Project Manager I | \$ 170.00 |
| Survey Crew Technician | \$ 85.00 | Planner II | \$ 135.00 |
| Survey Project Manager | \$ 205.00 | Planner I | \$ 125.00 |
| LiDAR Survey Crew | \$ 250.00 | Contract Administrator | \$ 210.00 |
| LiDAR Data Specialist | \$ 140.00 | Administrative | \$ 115.00 |
| Allowance for Travel | | | |
| Mileage | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current IRS Rate | | |
| Per Diem | Billed at Current GSA Rate | | |
| Reproduction Costs | | | |
| 8-1/2"x11" print | \$ 0.15 | Billed per page printed | |
| 8-1/2"x14" print | \$ 0.20 | | |
| 11"x17" print | \$ 0.30 | | |
| Black and White Plots | \$ 5.00 | | |
| Color Plot | \$ 8.00 | | |
| Mylars | \$ 13.00 | | |
| Miscellaneous Outside Expenses and Fees | | | |
| Outside Direct Project Expenses | Passthrough at Cost | | |
| Subconsultant Services | Cost plus 5% management fee | | |

MESHEK & ASSOCIATES, LLC

ATTACHMENT B





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022 | CONTACT NAME: Cherie Crumley PHONE (A/C. No. Ext): 678.824.8554 FAX (A/C. No): 678.824.8554 E-MAIL ADDRESS: greylingcerts@greyling.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|
| INSURED Meshek & Associates, LLC 1437 South Boulder Avenue, Ste. 1550 Tulsa OK 74119 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company, Ltd.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Sentinel Insurance Company, Ltd. | 11000 | INSURER B : Twin City Fire Insurance Company | 29459 | INSURER C : Travelers Casualty and Surety Company | 19038 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Sentinel Insurance Company, Ltd. | 11000 | | | | | | | | | | | | | | |
| INSURER B : Twin City Fire Insurance Company | 29459 | | | | | | | | | | | | | | |
| INSURER C : Travelers Casualty and Surety Company | 19038 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1608047338

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 20UEGJG3007 | 4/4/2024 | 4/4/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 20SBWPD3310 | 4/4/2024 | 4/4/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 20WBGRX5873 | 4/4/2024 | 4/4/2025 | <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 |
| C | Professional Liability | | | 106741261 | 5/20/2024 | 5/20/2025 | Per Claim Aggregate 2,000,000 2,000,000 |

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

Re: Midwest City On-Call Professional Services.
 The City of Midwest City, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and Plummer Associates, Inc., (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Alan Swartz, PE
Plummer Associates, Inc.
531 Couch Drive, Suite #200
Oklahoma City, Oklahoma 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Plummer Associates, Inc.,

By: 

Name: Alan Swartz

Title: Principal, Oklahoma Design Team Leader

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
PLUMMER ASSOCIATES, INC.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2024

| Staff Description | 2024 Rate |
|---|-----------|
| Staff Admin | \$100.00 |
| Senior Admin | \$115.00 |
| Staff CAD | \$120.00 |
| Senior CAD | \$145.00 |
| CAD Manager | \$165.00 |
| Staff CM | \$135.00 |
| Project CM | \$165.00 |
| Senior CM | \$220.00 |
| Principal CM | \$300.00 |
| Staff RPR | \$115.00 |
| Senior RPR | \$160.00 |
| Staff Geospatial | \$105.00 |
| Senior Geospatial | \$130.00 |
| Geospatial Manager | \$160.00 |
| Intern | \$80.00 |
| Staff Engineer/Scientist | \$140.00 |
| Project Engineer/Scientist | \$180.00 |
| Project Manager | \$250.00 |
| Subject Matter Expert/ Senior Project Manager | \$305.00 |
| Principal | \$340.00 |

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

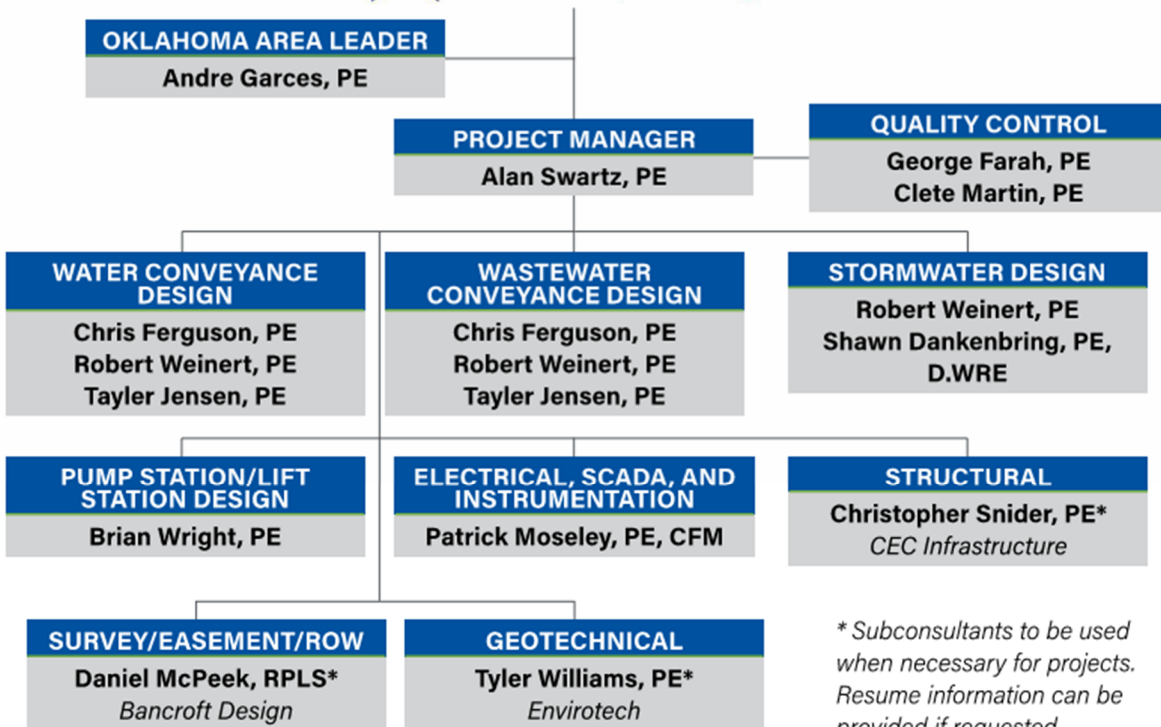
A technology charge will be billed at \$5 per labor hour.

ATTACHMENT B

SERVICE PROVIDER'S TEAM



Alan Swartz, PE | Oklahoma Design Team Leader
 531 Couch Dr., Suite 200, Oklahoma City, Oklahoma 73102
 405.896.4322
 aswartz@plummer.com



** Subconsultants to be used when necessary for projects. Resume information can be provided if requested.*



ATTACHMENT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2024

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.

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.

Table with 2 main columns: PRODUCER (Risk Strategies) and INSURED (Plummer Associates, Inc.), and CONTACT INFORMATION (Joe Bryant) and INSURER(S) AFFORDING COVERAGE (XL Specialty, Hartford, etc.).

COVERAGES CERTIFICATE NUMBER: 81822378 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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Professional Liability, and Cyber Liability.

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.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Midwest City) and 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).

© 1988-2015 ACORD CORPORATION. All rights reserved.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and SRB, LLC (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Engineering; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

to be provided as set forth on **Attachment “B”** (“**Service Provider’s Team**”) without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment “A”** (“**Schedule of Fees / Rate Card**”).

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this **Agreement**.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed, and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence, and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$3,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Craig Wallace
SRB, LLC
100 N.E. 5th St
Oklahoma City, OK 73104

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider: SRB, LLC

By: _____

Name: Marc A. Long, P.E.

Title: Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
Smith Roberts Baldischwiler, LLC (SRB,LLC)
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

Attachment A

SRB RATE SCHEDULE 2024-2025

| Personnel Classification | Approved Hourly Rate |
|---------------------------------|-----------------------------|
| Principal In Charge | \$295 |
| Engineering Manager | \$240 |
| Sr. Project Manager | \$220 |
| Project Manager | \$195 |
| SR. Engineer | \$170 |
| Staff Engineer | \$140 |
| Urban & Regional Planner | \$130 |
| Engineer-Intern | \$135 |
| Design Technician | \$160 |
| SR. CAD Technician | \$120 |
| CAD Technician II | \$100 |
| CAD Technician I | \$90 |
| Drone Operator | \$120 |
| GIS Technician | \$120 |
| Utilities Coordinator | \$148 |
| Professional Land Surveyor | \$190 |
| Field Survey Crew | \$180 |
| Construction Administrator | \$148 |
| Construction Inspector | \$110 |
| SR. Inspector | \$140 |
| ROW-Legal | \$190 |
| ROW Specialist | \$110 |
| Office Manager | \$95 |
| Office Clerical | \$75 |

Rate schedule shall be submitted annually and be effective from January 1 through December 31 of each year. Rates subject to adjustment for inflation based on amounts identified annually in the Consumer Price Index (CPI) for this region.

ATTACHMENT B
SERVICE PROVIDER'S TEAM

| | |
|-----------------------------------|---|
| SR PROJECT MANAGER- | Craig Wallace |
| ENGINEERING MANAGER- | Marc Long, P.E. |
| SURVEY PROJECT MANAGER- | Taylor Denniston, P.L.S |
| SR. ENGINEER- | Grady Wade, P.E. Robert Mullins, P.E. Amanda Way, P.E. |
| STAFF ENGINEER | Brandon Everhart, P.E. |
| ENGINEERING INTERN | Wade Gariner |
| CAD TECH- | Ronnie Gray Derrick Bergfeld Bryan Deason |
| PROFESSIONAL LAND SUVEYOR- | Justin Smith, P.L.S |
| CLERICAL- | Krista Weber Callie Fuller |
| ROW SPECIALIST | Jessi Early, R.W.P. |
| SURVEY CREW (2-MAN) | Varies |



SMITBAL01C

CKADIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

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 License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118 | CONTACT NAME: Cecile Kadia PHONE (A/C, No, Ext): (405) 556-2311 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Cecile.Kadia@INSURICA.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|-------|--|-------|---|-------|---|-------|-------------------|--|-------------------|--|
| INSURED Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Casualty Co. of Reading, PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D: National Fire Insurance Co. of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: American Casualty Co. of Reading, PA | 20427 | INSURER B: Continental Casualty Company | 20443 | INSURER C: Continental Insurance Company | 35289 | INSURER D: National Fire Insurance Co. of Hartford | 20478 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: American Casualty Co. of Reading, PA | 20427 | | | | | | | | | | | | | | |
| INSURER B: Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER C: Continental Insurance Company | 35289 | | | | | | | | | | | | | | |
| INSURER D: National Fire Insurance Co. of Hartford | 20478 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 6079846635 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENE \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6079846649 | 12/18/2023 | 12/18/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6079846618 | 12/18/2023 | 12/18/2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC679846621 | 12/18/2023 | 12/18/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Inland Marine | | | 6079846635 | 12/18/2023 | 12/18/2024 | Leased/Rented Equip 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured and Waiver of Subrogation in favor of Certificate holder & below entities with respects to the General Liability coverage subject to the policy terms and conditions as their interests may appear per written contract.

Additional Entities:

- THE CITY OF MIDWEST CITY
- MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
- MIDWEST CITY MUNICIPAL AUTHORITY
- MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| The City of Midwest City, City Clerk 100 N. Midwest Boulevard Midwest City, OK 73110 | 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 |
|--|---|

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation; and the following Authorities, Midwest City Memorial Hospital Authority, Midwest City Municipal Authority, and Midwest City Economic Development Authority (hereinafter referred to as “**Owner**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**Owner**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Owner is in need of the following professional services On-Call Professional Services - Architecture; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Owner**; and

WHEREAS, the Owner and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Owner** the requested professional services; and

WHEREAS, Owner hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, the Owner may contract with one or more **Service Provider(s)** for the above-referenced service. If the **Owner** has contracted with more than one **Service Provider**, the **Service Provider** shall be selected on a rotation basis; and

WHEREAS, Service Provider agrees to provide the **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Owner**, and **Service Provider** hereby agree as follows:

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this **Agreement**, the **Owner** retains the **Service Provider** as an independent contractor, to provide **Owner** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Owner** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **Owner** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this **Agreement**. The **Owner** may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **Owner** and, upon approval of the invoice, the **Owner** will pay the invoice. Upon completion of each Project and provision to the **Owner** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **Owner**. The Attachments are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**

b) The text of this Agreement together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **Owner** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This **Agreement** may only be amended, modified or changed in

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

writing when signed by all **parties**, or their respective specifically authorized representatives, as set forth in this **Agreement**.

c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Schedule of Fees / Rate Card”),
- Attachment “B” (“**Service Provider’s** Team”),
- Attachment “C” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in each task order for the Project. Each task order is hereby delegated to be approved by the City Manager / General Manager as appropriate.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Owner’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Owner, is adequately trained, instructed, and managed so that **Service Provider** timely

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

provides each Project task and satisfies the **Service Provider's** obligations under this Agreement. The **Service Provider** may not change the **Service Provider's Team**, for the services to be provided as set forth on **Attachment "B"** ("**Service Provider's Team**") without the prior written consent of the **Owner**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Owner**.

3. CONSIDERATION

A. The **Owner** shall pay the **Service Provider** the compensation after completion of task orders based upon the rates as specified in **Attachment "A"** ("**Schedule of Fees / Rate Card**").

B. The **Owner** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider's Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Owner** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Owner** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Owner** are not employees of the **City of Midwest City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Owner**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Owner** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Owner** or its employees.

5. **TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Owner** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Owner**.

1. Upon receipt of a notice of termination for the *convenience* from the **Owner**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Owner** all licenses, work, products, deliverables, solutions,

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Owner**, the **Owner** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Owner**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Owner** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Owner** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Owner** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Owner** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

C. Upon notice to **Service Provider**, the **Owner** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Owner** issues a stop work order to **Service Provider**, the **Owner** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Owner**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Owner** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Owner**, without cause and without cost to the **Owner**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Owner** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Owner** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Owner**.

2. Upon termination for *convenience* of the Project and the providing to the **Owner** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Owner** shall own all rights and license for the Deliverables and other work products related to that Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

6. WARRANTIES

A. **Service Provider** warrants to the best of our knowledge, information and belief that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Owner's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Owner**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Owner** shall be entitled to recover, should the **Owner** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Owner**. Should the **Service Provider** fail to reimburse the **Owner** within thirty (30) calendar days of demand, the **Owner** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate* protecting the **Owner** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Owner** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Owner** within five (5) days of the execution of this **Agreement** as attached to this **Agreement** as **Attachment “C”**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Owner** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Owner** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Owner** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Owner** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Owner** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Owner**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Owner** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Owner**, the **Owner** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Owner's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Owner**, shall disclose to any person, other than to the **Owner**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

10. NOTICES

A. Notices and other communications to the **Owner** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Anthony McDermid
TAP Architecture, LLC
415 N Broadway Avenue
Oklahoma City, OK 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Owner**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Owner**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Owner**. The **Owner** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Owner**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Owner** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Owner** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

special consideration to any officials, trustees, or employees of the **Owner**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Owner** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Owner**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Owner** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Owner** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Owner** hereby delegates to the City Manager and/or General Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Owner** as the last party hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: TAP Architecture, LLC

By:  _____

Name: Anthony McDermid, AIA, RIBA

Title: Owner & Founding Principal

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

APPROVED by the Midwest City Hospital Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY HOSPITAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
TAP Architecture, LLC
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
MIDWEST CITY MUNICIPAL AUTHORITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

APPROVED by the Midwest City Municipal Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY

APPROVED by the Midwest City Economic Development Authority and **SIGNED** by the Chairman this _____ day of _____, 2024.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, ATTORNEY



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

2024 HOURLY RATE SCHEDULE

| | |
|------------------------------------|----------------|
| Principal | \$225 per hour |
| Architect IV | \$195 per hour |
| Architect III | \$170 per hour |
| Architect II | \$145 per hour |
| Architect I | \$120 per hour |
| Interiors III | \$145 per hour |
| Interiors II | \$120 per hour |
| Interiors I | \$85 per hour |
| Architectural Intern III | \$110 per hour |
| Architectural Intern II | \$100 per hour |
| Architectural Intern I | \$90 per hour |
| Architectural Student Intern | \$70 per hour |
| Director of Project Management ... | \$195 per hour |
| Senior Project Manager | \$170 per hour |
| Project Manager | \$145 per hour |
| CAD Tech II | \$75 per hour |
| CAD Tech I | \$65 per hour |
| Marketing Director | \$125 per hour |

The Hourly Rate Schedule is reissued annually and applies to the calendar year in which it is published.



TAP Architecture

415 N Broadway Ave.
Oklahoma City, OK

(405) 232-8787

tapokc.com

info@tapokc.com

TAP TEAM

BILLING LEVEL

Anthony McDermid Principal
Principal & Founding Owner

Clay Dobbins Architect III
Partner Architect

Chris Teehee Director of Project
Director of Project Management & Partner
Management

Russell Megee Sr. Project Manager
Sr. Project Manager

Zach Hicks Project Manager
Project Manager

Allison Fredrickson Interiors III
Director of Interior Design

Sandra Perkins Interiors II
Interior Designer

Laura Silverio Architectural Intern II
Project Designer

Rachel Smith-Streck Marketing Director
Director of Marketing &
Business Development



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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: _____ | |
| | PHONE (A/C. No. Ext): _____ | FAX (A/C. No.): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Hartford Fire Insurance Company | | 19682 |
| INSURER B: Valley Forge Insurance Company | | 20508 |
| INSURER C: Continental Casualty Company | | 20443 |
| INSURER D: American Casualty Company of Reading, PA | | 20427 |
| INSURER E: | | |
| INSURER F: | | |

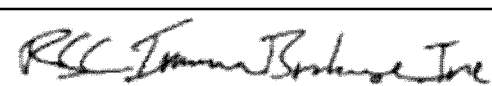
COVERAGES **CERTIFICATE NUMBER:** 78066083 **REVISION NUMBER:**

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 | | | | |
|----------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|------------|-----------|-----------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$150,000 | | | | |
| B | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614647 | 1/21/2024 | 1/21/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | | | | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 7012614731 | 1/21/2024 | 1/21/2025 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>N</td> <td>N/A</td> </tr> </table> | Y/N | | N | N/A | | <input checked="" type="checkbox"/> | 7012614700 | 1/21/2024 | 1/21/2025 | <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 |
| Y/N | | | | | | | | | | | |
| N | N/A | | | | | | | | | | |
| A | Professional Liability | | <input checked="" type="checkbox"/> | 46OH0429351 | 1/21/2023 | 1/21/2024 | Per Claim \$2,000,000 Annual Aggregate \$2,000,000 | | | | |

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 the certificate holder on all policies.

| | |
|---|---|
| CERTIFICATE HOLDER Master Certificate | 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  RSC Insurance Brokerage |

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD



PUBLIC DISCUSSION

