

**CONTRACT FOR ENGINEERING SERVICES**

This Contract for engineering services for the street enhancements ("Contract") is entered into this 4TH day of JUNE, 2024, by and between The City of Oklahoma City, a municipal corporation ("City"), and Mbroh Engineering, Inc. ("Engineer").

**WITNESSETH:**

**PROJECT NO. PC-0742 STREET ENHANCEMENTS, NE 23RD STREET FROM  
KELLEY AVENUE TO MIRAMAR BOULEVARD/KATY TRAIL  
FIXED LIMIT OF CONSTRUCTION - \$3,429,969**

**WHEREAS**, the City intends to engage the services of the Engineer to provide for design and all other engineering services related to pedestrian safety improvements including an ADA-compliant path and amenities (i.e. trash receptacles, benches, bus stops, shelters, shade structures, lighting, etc.), intersection improvements, street lighting and landscaping along the north and south sides of NE 23rd Street between Kelley Avenue and Miramar Boulevard/Katy Trail; ("project"); and

**WHEREAS**, the Engineer will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

**WHEREAS**, the Engineer has been selected under the standards adopted and the procedures prescribed by the resolution establishing procedures for selection of architects and engineers adopted by the City Council on July 23, 1974, amended on December 31, 1974, February 21, 1978, January 22, 1980, November 18, 1986, and August 27, 2023, which resolution, with its amendments, is made a part of this Contract by reference.

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

- 1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with Oklahoma and Oklahoma City law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- A. *Bidding Documents*                      Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
  
- B. *City Engineer*                              The officer of the City of Oklahoma City or designee, e.g. "Project Manager", in charge of engineering, construction and maintenance contracts on public

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

C. *Fixed Limit of Construction* Not-to-exceed amount which has been designated as the maximum amount for the construction cost of the project.

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

A. Preliminary Report Services - Task 1

- (1) Prepare and make all necessary preliminary surveys, investigations, studies, reports and preliminary general plans and specifications. The preliminary investigation shall include a topographical survey of the site, layout of any existing, proposed, and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies, as appropriate, any and/or all of which might affect the construction of the project. The City Engineer will approve the preliminary general plans and specifications. All plans shall be submitted with the appropriate title sheet as indicated on the Public Works web page: [www.okc.gov/pw](http://www.okc.gov/pw) (OKC Autocad Standards link).
- (2) Prepare a utility and right-of-way plan showing recommended alignment for relocation of utilities and recommended right-of-way needs. The plan shall include existing and proposed easements. The plan shall show ownership of all properties affected by the project. The Engineer shall acquire the limited ownership list. The Engineer shall complete and submit the limited ownership list within thirty (30) calendar days of the date of a written work order.
- (3) Prepare a construction cost estimate for said improvements, extensions and repairs, and an estimate of all engineering fees, testing costs, right-of-way costs, and inspection fees in connection therewith.

- (4) Hold all necessary conferences with the City and all other interested parties (inclusive is the requirement for the Engineer to ensure all utility and right-of-way/easement requirements are well established prior to Preliminary Report submittal). This includes the conduct of a Utility Conference by the Engineer at a location determined by the City.
- (5) Prepare the report for submittal to the City covering the Engineer's preliminary surveys, studies, investigations and other items as specified in the paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the report shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the City the order of construction and completion of each phase of construction.
- (6) Furnish the City three (3) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the City. The cost of any additional copies of Preliminary Reports as the City may require will be reimbursed at the actual cost thereof.
- (7) Geotechnical Investigation:
  - a. The Engineer will recommend to the City the name of a geotechnical investigation/services firm from the City's listing of annual on-call engineering and testing laboratory contract firms.
  - b. The Engineer will identify and coordinate all requirements for geotechnical investigation and procure all geotechnical services related thereto, including but not limited to sampling, test boring, subsurface explorations, analysis and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.
  - c. The City will approve the selected laboratory and the Engineer will pay the costs of such sampling, analysis, borings, tests, or explorations and investigations.
- (8) Prepare legal descriptions for the necessary temporary and permanent easements and prepare legal descriptions necessary for property to be acquired on forms provided by the City. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the City when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the City, the Engineer will provide a proposal for staking of right-of-way for right-of-way acquisition purposes. Said right-of-way staking (when authorized by the

City) will be billed to the City at the actual cost thereof in accordance with Paragraph 5. Payments.

- (9) Review and recommend approval of testing laboratory claim vouchers within ten (10) calendar days of receipt of claim.
- (10) The Preliminary Report shall be recommended by the City Engineer for formal approval by the City.

B. Final Plan Services - Task 2

- (1) Prepare final plans, specifications and construction cost estimate.
- (2) After approval of the Preliminary Report in whole or in part by the City, the Engineer shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Engineer shall complete said plans and specifications for submission to the City for its approval.
- (3) Prepare and furnish the City all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of the City, employing wherever applicable, standard City forms, in completed form.
  - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City Engineer prior to preparation of plans.
  - b. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
  - c. The Engineer shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions, which might affect the construction of the project.
- (4) Notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) copy of the plans to each of the utility companies and entities as determined necessary. Coordinate necessary utility and facility relocations or modifications for the Project and conduct a final conference at 60% plans.
- (5) The 60% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 60% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations. This report shall incorporate any, and all, comments in

reference to the storm sewer design that were included in the review of the Preliminary Report submittal.

Furnish the City up to two (2) copies of the project 60% plans for review along with a detailed Fixed Limit of Construction cost estimate for said improvements, extensions and repairs. This submittal does not stop, impact or otherwise delay the Engineer's contract-allotted work order time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.

- (6) The 95% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 95% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 60% plan submittal.

Upon completion of 95% final plans, the Engineer will submit "check print" sets to the Project Manager for review by appropriate departments/divisions. Upon completion of the "check print" reviews, the Engineer shall revise the plans accordingly. The Project Manager shall resolve any conflicts in comments. Upon completion of corrections, the Engineer will then submit a final plans check set (along with the annotated "check print" copies) for a "final" review by the Project Manager.

- (7) The Final Plan submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the Final plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 95% plan submittal.

Prepare and furnish the City an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the City, employing standard City forms, in completed form.

Furnish the City one (1) PDF of the final plans and specifications, all free of cost to the City. The cost of any additional copies of plans and specifications as the City may require will be reimbursed at the actual cost thereof.

- (8) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (9) Prior to the submission of Bidding Documents to the City for solicitation of Bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.
- (10) Prepare all necessary plans, studies and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the City.
- (11) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits using United States Geological Survey (USGS) data. The Engineer shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum.

C. Bidding Services - Task 3

- (1) Meet with the City or its representatives at any time requested for consultation or conference, as directed in writing by the City Engineer. In this connection, the Engineer shall hold at least one (1) Pre-Bid Conference with prospective Bidders at a location determined by the City.
- (2) Answer all City and Bidder's questions regarding the bidding of the project and, upon approval by the City Engineer, prepare an electronic copy of all addendums for distribution.
- (3) The City will receive the Bids through the Electronic Bidding System and the Engineer will receive a copy of the Bids from the City. The Engineer will review and evaluate the Bids and will make recommendations to the City for an award. The Engineer shall assist, review and make recommendations to the City on all construction contract issues.
- (4) If Bids are received, all of which exceed the Fixed Limit of Construction, the Engineer shall revise its plans as directed by the City, pursuant to the paragraph "Fixed Limit of Construction" of this Contract.

D. Construction Administration Services - Task 4

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

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

- (14) The Engineer shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) The Engineer will review daily reports furnished by the City's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

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

E. As-Built Drawing Services - Task 5

- (1) Upon termination or completion of this Contract, the Engineer shall, at its expense, correct the original drawings, show all as-built changes based on information from as-built field surveys, reflecting the actual construction of the project and shall furnish the City, without expense, electronic files on CD ROM in the latest AutoCAD compatible with the City of Oklahoma City’s current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
  - (2) Upon termination or completion of this Contract, the Engineer shall also furnish the City, without cost to the City, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Engineer shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
  - (3) The Engineer shall submit GPS permanent benchmark with as-built drawings.
  - (4) For all building/facility projects, the Engineer shall provide to the City an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the construction project.
3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
  4. **Additional Services.** Additional Services are project-related services as enumerated in Exhibit “E,” attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the City Engineer, acting within the limits of State law, Ordinances of the City of Oklahoma City and policies established by the City Council, and upon acceptance by the Engineer. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments paragraphs of this Contract.
  5. **Compensation.** The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$638,387, which includes: for Basic Services an amount not to exceed \$532,887, as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$105,500, as specifically set forth in Exhibit E attached hereto and incorporated herein.

6. **Payments.**

- A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. Invoices will include the percentage of completion for each task and payment will be made based on the percentage of the task fee completed. The City agrees to pay the Engineer, as compensation for such engineering services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by a status report identifying the task components, effort accomplished during the time period, and the percentage of completion thereof, to the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract. Surveyors or other professional consultants engaged by the Engineer for the normal structural, electrical or mechanical engineering services shall be billed to the City by the Engineer at the actual cost thereof.
- B. The Engineer shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Engineer will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B, except as may be modified by written agreement between the City and the Engineer.
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

7. **Indemnity.** The Engineer will not be required to indemnify, insure, defend or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

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

8. **Insurance.** Prior to approval of this contract, the Engineer shall obtain insurance coverage as provided below. The Engineer must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff. The Engineer will provide the Certificate(s) of Insurance to the City and its participating trusts with the executed contract (contract will not be processed for approval without the contract-required verification of insurance indicated on the Certificate(s) of Insurance). Certificate(s) of Insurance must be insurance industry standard forms, such as ACORD.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. **Additional Insureds:** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction.

All insurance coverage of the Engineer shall be primary to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. **Deductibles:** All policies must be fully insured with any single policy deductible not exceeding \$25,000 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Engineer is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Engineer's deductible is higher than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Engineer's self-insured retention.

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

Except for professional liability insurance, all policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims-made” form, the Engineer shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Engineer shall provide and maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Engineer shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Engineer. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Engineer shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- (2) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional Liability Insurance. The Engineer shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized

representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.

- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Engineer authorizes the City and its participating trusts to confirm all information so furnished as to the Engineer's compliance with its bonds and insurance requirements with the Engineer's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Engineer shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this Contract until there is full compliance with this paragraph, or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the aggregate limit required to this contract, the Engineer shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit below the aggregate limit required by this contract, the Engineer hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

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

- F. Duration of Coverage. All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Engineer shall maintain in full force in effect the required professional

liability insurance stated above during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

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

- G. The Engineer and its insurer will not be required to indemnify, insure, defend or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City or participating trusts or their agents, representatives, subcontractors, suppliers or any other entity for whom the Engineer is not otherwise legally responsible.

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

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

Upon receipt of the notice of termination, the Engineer shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), deliver to the City all work performed, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Engineer for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

10. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Oklahoma City  
Department of Public Works  
420 West Main Street, Seventh Floor  
Oklahoma City, Oklahoma 73102  
Attn: Debbie Miller, P.E., Director  
Public Works/City Engineer  
Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

To the Engineer:

Mbroh Engineering, Inc.  
1101 N. Broadway Ave, Suite 450  
Oklahoma City, OK 73103  
Attn: Ernestine Mbroh  
Phone Number: 405-209-5464

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. **Stop Work.** Upon notice to the Engineer, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph “Indemnity” and/or “Insurance” of this Contract.
12. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Engineer shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the work and/or services provided by this Contract. All work product provided by the Engineer must comply with and provide for compliance with all Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto in the use of the work product of the Engineer. All work product provided by the Engineer must specifically direct and must provide sufficient information and contacts for the Construction Contractor to timely comply with all Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, in the use of the work product of the Engineer and timely performance by the Construction Contractor.
13. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or

until the final resolution of any outstanding disputes between the City and the Engineer or the contractor(s) on the project, the Engineer shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Engineer must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Engineer shall permit periodic audits by the City and City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Engineer. Agreement as to the time and place for audits may not be unreasonably withheld.

14. **Reporting to the City**. The Engineer shall report to the City on a regular monthly basis and on an as needed basis.
15. **Prohibition Against Collusion**. The Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract. The Engineer further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Engineer must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
16. **Sub-consultant, Subcontractor or Employee Conflict of Interest**. Any work performed by the Engineer's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential Bidder to do any project-related work for the Bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Engineer to require all employees, sub-consultants, or subcontractors engaged by the Engineer to advise the City of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Engineer will also notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the Bid in question and/or cancellation of the Engineer's contract.
17. **Work Orders**. The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Preliminary Report Services - Task 1 within one hundred twenty (120) calendar days of date of written work order from the City Engineer (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the work order), and shall complete and submit the Final Plan Services - Task 2 within ninety (90) calendar days of

date of written work order from the City Engineer. For either Preliminary Reports/Plans or Final Plans and Specifications, the City will endeavor to review and return comments and/or corrections (if any) to the Engineer within thirty (30) calendar days from date of receipt of the documents from the Engineer. Subsequently, the Engineer shall return the corrected documents along with check print copies (if applicable) within thirty (30) calendar days from date of the City's transmittal letter directing corrections. If the Engineer cannot perform the work and/or services within the time provided, and upon the submission by the Engineer of a request in writing to the City, indicating the length of extension required to perform a task, the City Engineer may in his sole discretion grant a reasonable extension of time. The request from the Engineer shall state the reason for the extension request, along with evidence showing that the Engineer is unable to complete this work in the time specified in the work order for reasons beyond its control. The Engineer is prohibited from claiming damages for delays and extensions of time.

18. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Engineer. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Engineer. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Engineer shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Engineer.
19. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations ("FAR"), the American Institute of Architects ("AIA") or any other publication, are not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
20. **Standard of Care.** In providing the work and services herein, the Engineer shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Engineer agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of expert care, skill, diligence and professional competence required of the Engineer.
21. **Fixed Limit of Construction.** If the lowest and best Bid proposed in response to the solicitation of Bids for construction of the project, in accordance with the Bidding Documents provided by the Engineer, exceeds the Fixed Limit of Construction or funds available for this project, the Engineer, at no increase or additional cost to the City, shall redesign the project and redraft the Bidding Documents so that the construction Bids pursuant to a subsequent solicitation come within the Fixed Limit of Construction.

22. **Design Corrections.** The Engineer agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Engineer, at no cost to the City. The Engineer further agrees to be liable for any damages caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Engineer is not relieved of liability for design errors, deficiencies or inadequacies undiscovered by the City upon its review or inspection, nor is the Engineer relieved from liability for the City's lack of review or inspection of said documents.
23. **Backup Required.** In accordance with good engineering practices, the Engineer must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as “data”) in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively “loss”), the Engineer must timely recreate all data within the original time frame of the engineering contract at its sole cost. No extensions or additional time will be granted the Engineer for loss of data. No additional payment or reimbursement will be made to the Engineer for loss of data. The Engineer will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.
24. **Notice of Design Limitations.** The Engineer will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
25. **Sub-consultants.** The Engineer agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Engineer intends to engage to perform work and/or services and the scope of work and/or services to be performed related to this Contract. Such approval of subcontractors and sub-consultants and scope of work and/or services to be performed will not be unreasonably withheld. The Engineer must notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors and changes in the subcontractor or sub-consultant’s scope of work and services related to this Contract. Approval of subcontractors or sub-consultants or their work and services will not relieve or release the Engineer from responsibility or liability to perform all work and services under this Contract and will not create any responsibility, liability or duty upon the City as to the selection of or work and services provided by the subcontract or sub-consultant under this Contract.
26. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Engineer agrees as follows:
- A. The Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Engineer shall take affirmative action to ensure that employees or applicants for

employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer shall agree to post, in conspicuous places, Exhibit D.

- B. In the event of the Engineer's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The City may declare the Engineer ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Engineer.
  - C. The Engineer agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Engineer shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D, prior to the effective date of this Contract.
27. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Engineer to provide professional and personal services to the City, the parties agree that the Engineer may not assign its obligations, rights or interest in this Contract except the assignment of subcontractors and sub-consultants as set forth in paragraph "Termination for Default" subparagraph B.
28. **Oklahoma City Municipal Facilities Authority (OCMFA) Unilateral Right to Assign.** Not Applicable.
29. **Termination for Default.** The City may terminate or cancel this Contract for cause, in whole or in part, for failure of the Engineer to fulfill in accordance with good engineering practices and in the best interests of the City or to promptly fulfill its obligations under this Contract.
- A. After due default notice and thirty (30) days within which to correct the default, this Contract may be terminated by the non-defaulting party upon written notice. Upon termination for cause by the City, the City shall pay the Engineer for all work and services completed in accordance with good engineering practices and in the best interests of the City and useable by the City for the project(s) in the Notice to Proceed, up to the time of the effective date of termination.
  - B. If this Contract is terminated by reason of a default of the Engineer prior to the completion of this project, regardless of the reason for said termination, the Engineer shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Engineer and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and

sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Engineer from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Engineer and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Engineer shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Engineer's subcontractors and sub-consultants.

- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
30. **Time Is of the Essence.** Both the City and the Engineer expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
31. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Engineer for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Engineer agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
32. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
33. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Engineer concerning the Contract. Neither the City nor the Engineer has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth herein.
34. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Engineer. In the event the Engineer's Basic Services are increased or changed so as to materially increase the need for engineering services in excess of the not to exceed total compensation, the Engineer may seek to amend this Contract.

35. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
36. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
37. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
38. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
39. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
40. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
41. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the City.
42. **Local Business Utilization Report.** On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and disadvantaged local business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on City projects.

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

- A. A list identifying each of its subconsultants or subcontractors;
- B. The location of the principal place of business of each subconsultant or subcontractor;
- C. The status of each of its subconsultants and subcontractors, and which class of disadvantaged business; local, small, disadvantaged, minority, etc.

- D. The general scope of work to be performed by each subconsultant or subcontractor; and
- E. The dollar amount of each subcontract.
- F. The tools and/or organizations used to locate and contact these businesses.

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

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

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

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

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this 13 day of May, 20 24.

**MBROH ENGINEERS, INC.**

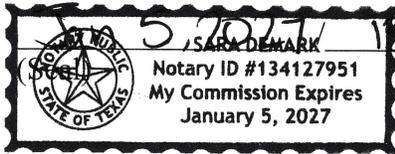
[Signature]  
President

ATTEST:

STATE OF Texas )  
 ) SS  
COUNTY OF Dallas )

This instrument was acknowledged before me on this 13 day May, 2024 by Anthony Mbroh, as President of Mbroh Engineering.

My Commission Expires/My Commission Number:



5, 2027 134127951  
Notary Public

IN WITNESS WHEREOF, this Contract was approved and executed by The City of Oklahoma City this 4TH day of JUNE, 20 24.

**THE CITY OF OKLAHOMA CITY**

ATTEST:

[Signature]  
City Clerk



[Signature]

REVIEWED for form and legality.

[Signature]  
Assistant Municipal Counselor

**EXHIBIT A  
SCOPE OF WORK  
PROJECT NOS. PC-0742 STREET ENHANCEMENTS, NE 23RD STREET FROM  
KELLEY AVENUE TO MIRAMAR BOULEVARD/KATY TRAIL**

The scope of service includes the development of preliminary engineering report, cultural engagement studies, hydraulic analysis, construction plans for pedestrian safety improvements including traffic lighting and signal upgrades, ADA-compliant path, and amenities on the north and south sides of NE 23rd Street between Kelley Avenue and Miramar Boulevard/Katy Trail. Required specifications and construction engineer's estimates will be included in final deliverables.

The cultural engagement consultant will perform public outreach bringing together community interests to address challenges and opportunities. Hydraulic analysis, data collection, utility coordination, and right-of-way acquisition needs will be evaluated and compiled in the preliminary engineering report submitted to the City for consideration/approval.

**GENERAL REQUIREMENTS**

- a. ***Design Requirements:*** Specific design requirements shall be obtained from the City Engineering Design Standards.
- b. ***Project Management:*** The Project Engineer will manage the work outlined in this scope to ensure efficient and effective use of the City, community, and stakeholder's time and resources. Engineer will proactively manage change, communicate effectively, coordinate internally and externally as needed, and address issues with the City's Project Manager and stakeholders as necessary to deliver a successful project.

**B1. Managing the Team:**

- Lead, manage and direct design team activities
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members
- Task and allocate team resources

**B2. Communications and Reporting:**

- Attend a pre-design project kickoff meeting with City staff to confirm and refine scope and ensure economical and functional designs that meet City requirements.
- Attend review meetings with city representatives, including Traffic Management, at the 60% submittal milestone
- Conduct and document *weekly* project update meetings with City Project Manager.
- Conduct and document *biweekly* design team meetings.
- Conduct QC/QA reviews and document those activities
- Conduct and document Utility Conference

**TASK 1A CULTURAL ENGAGEMENT AND PUBLIC OUTREACH**

The general purpose of the community engagement and public outreach is to align final design plans

with local needs, preferences and priorities. The engagement plan is designed to: increase community awareness of the project; provide access to project information and opportunities for participation; offer a range of communication and engagement tools to match interest and preferences; ensure the final plan reflects stakeholder and community preferences and values arrived at collaboratively and cohesively; and get community buy-in to support plan adoption and project implementation.

The Cultural Engagement Consultant shall:

- 1A.1 Kickoff, Data Gathering Research and Meetings, Stakeholder Analysis:** Within the first two (2) weeks from the project NTP, will begin establishing stakeholders to be engaged; marketing, print media development, social media plan development; working with city planning and PIO departments in website development and survey development; securing of venues.
- 1A.2. Identify Principles, Goals and Objectives:** The goals and objectives should not only reflect transportation, land use, redevelopment, historic preservation, neighborhood cohesiveness, sound urban design principles, and reinforce the desired image and character, but reflect strategies and entities responsible for long term sustainability.
- 1A.3 Community Planning + Design Workshops:** The Engineer will engage with a cross section of the community through public meetings.
  - 1A.3.1 Information gathering sessions/meetings: Held with the City, its leadership and staff, any leadership of MAPS-4 projects impacting the corridor, and/or meetings with developers of projects impacting the corridor.
  - 1A.3.2 Public engagement meetings: Public engagement meetings will consist of a town hall kickoff, focus group (or targeted stakeholder group) meetings and workshops for community residents and stakeholders residing in adjacent or very nearby neighborhoods.
    - a. Engagement Meetings Before Preliminary Report:
      - Two (2) Focus Group (targeted stakeholder) Meetings.
      - One (1) Large Community Meeting for the broader constituent group.
    - b. Post Preliminary Report Engagement Meetings.
      - One (1) follow-up focus group (targeted stakeholder)
      - One (1) follow-up community town hall community meeting (TBD if deemed necessary).
  - 1A.3.3 Additional Outreach:
    - a. City will host, maintain and upload content. City will provide Maps, drawings, survey of existing corridor that may be used for outreach purposes. City will provide any large format plotting or printing to be used for outreach/meeting purpose. City will assist with printing of flyers, invitations, handouts or any media for outreach purposes. Select City staff will be available to participate in some aspects of the meetings.
    - b. Record/tape in person meetings and host on the project website and direct user to surveys also hosted on the project website.

- c. Utilize social media platforms, invitations, mass media platforms to communicate opportunities to engage in upcoming meetings.

**1A.4 Establish Meeting Arrangements:** Coordinate all arrangements for public meetings, including the location of the meetings, mailing and publishing notices, preparation of exhibits, provision for taping or transcription of proceedings, and any other arrangements as directed by the City. The Technical Expert shall not hold public meetings or hearings in the absence of City personnel.

**1A.5 Staff Meetings:** Provide personnel to staff meetings, including people to perform registration, make presentations, and answer questions. Staffing levels of personnel to be provided shall be identified.

**1A.6 Synthesis and Narratives for Preliminary Report:** Work with Public Works, Planning, and the Engineering Design team to debrief on the public meetings after they occur. Ensure outcomes were reached and circle back with any group as necessary to review the survey results, website traffic, etc. Final synthesis and narratives to include finalized findings and meeting results to be included within the preliminary report.

## **TASK 1B. PRELIMINARY REPORT (30% DESIGN)**

The Preliminary Report shall be submitted to the City per the approved Project Schedule.

The purpose of the Preliminary Report is for the Engineer to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the City's endorsement of this concept. The preliminary report shall be prepared in such detail as is necessary to resolve all conceptual issues. The preliminary report shall include alternative design solutions for all improvements along the corridor including streetscape/safety improvements (sidewalk, lighting, landscape, ADA ramps, etc.), and intersection improvements.

Engineer will develop the preliminary report as follows:

### **1B.1 Data Collection**

1B.1.1 Survey Data: Engineer will obtain survey data from the City and utilize data in the development of the preliminary report.

1B.1.2 Traffic Count Data: Collect 24-hour ADT counts at all intersections and turning movements for the a.m. and p.m. peak periods at all intersections. Engineers will request signal timing information for all signalized intersections. The data will be utilized to perform traffic analysis of the corridor.

1B.1.3 Collection of As-Built Data for analysis including existing roadway, drainage and water and wastewater plans.

### **1B.2 Data Analysis**

1B.2.1 Analyze data obtained during the data collection process as well as feedback from community engagement meetings to inform recommendations for improvements.

1B.2.2 Develop a storm sewer system computer model to perform hydraulic analysis of the existing system. The analysis will include performance of downstream receiving water bodies

to make sure there are no adverse impacts to the proposed system.

**1B.3 Utility and ROW:** Develop a utility and right-of-way (ROW) plan showing existing public and private utilities and recommended alignments for relocation of utilities and potential ROW needs.

1B.3.1 The plan will include property owner's information and incorporate existing and proposed easements.

1B.3.2 Adjustments to design will be made to avoid or minimize conflicts with existing utilities and the need for ROW takes.

1B.3.3 Coordinate with the utility companies, including, but not limited to franchised utilities, City of Oklahoma City, or any other entity which has facilities within or adjacent to the Project, regarding any and all exposure, removal, and/or relocation work necessary for implementation of Project.

**1B.4 Weekly Meetings:** Attend weekly virtual team progress meetings with City PM.

**1B.5 Preliminary Report:** Prepare the preliminary report to include collected data, base maps, recommended utility and ROW adjustments, analysis of existing drainage system and recommended improvements if any. The report will include up to three (3) budget options and will incorporate an Opinion of Probable Construction Cost (OPCC) for each.

The results of surveys, Town Halls, and Stakeholder engagement / recommendations will be documented in the Preliminary Report and inform the three (3) options.

**TASK 2. FINAL PLANS AND SPECIFICATIONS (60%, 90%, 100% DESIGN)**

After approval of the Preliminary report, the Engineer shall prepare detailed plans and specifications, using City standards, details, and specifications where applicable. The Engineer will develop the final plans and specifications as follows:

**2.1 The Final Design Drawings and Specifications shall include the following:**

2.1.1 Cover and index of sheets including project limits, area location map and beginning and end station limits.

2.1.2 Removal Layout

2.1.3 Traffic Control Plan including all construction signage and pavement markings.

2.1.4 Project Control Sheet, showing all Control Points used or set while gathering data.

2.1.5 Existing and Proposed Typical Section Sheets

2.1.6. Roadway Plan Sheets displaying station and coordinate data for all improvements. These sheets will include the resurfacing improvements and include ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, lane dimensions and arrows

2.1.7 Intersection Improvement Layout Sheets including ROW lines, horizontal alignments, utilities, curbs, sidewalks, driveways, lane dimensions and arrows, and existing and proposed contours.

2.1.8 Signing, Pavement Marking, and Traffic Signal Layout Sheets

2.1.9 Lighting Assessment and Improvement Layout Sheets

- 2.1.10 Streetscape/Landscape Layout Sheet
  - 2.1.11 Erosion Control Layout Sheets
  - 2.1.12 Overall Project Easement/ROW Layout Sheets
  - 2.1.13 Roadway and Drainage Detail Sheets
  - 2.1.14 Provide meeting coordination with stakeholders for proposed driveway consolidation and public right-of-way management.
- 2.2 Utility Conference:** Engineer will notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) copy of preliminary plans to each entity. Attend one (1) utility conference, hosted by the City, to assess and coordinate utility ents. Engineer will conduct the utility conference at a location designated by the City and review any relocation plans provided by the utility companies to ensure they clear the desired project limits as necessary.
- 2.3 Weekly Meetings:** Attend weekly virtual team progress meetings with City PM.
- 2.4 60% Plans Submittal:** Furnish the City with a PDF of the project 60% plans for review along with a detailed Opinion of Probable Construction Cost (OPCC).
- 2.5 90% Plans Submittal:** After the City has reviewed the 60% Design Plans and provided comments, the Engineer shall prepare 90% Construction Plans by addressing all City comments and finalizing the design details, standard drawings, specifications and OPCC. Upon completion of 90% final plans, Engineer will submit a PDF to the City Project Manager for review.
- 2.6 100% Final Plans Submittal:** After addressing all City comments to the 90% plans, prepare and furnish the City a PDF of all final signed and sealed plans and specifications and all necessary forms for Advertisement and Bidding.

### **TASK 3. BIDDING SERVICES**

Engineer will support the bid phase of the project as follows:

- 3.1 Bid Support:** Engineer will attend pre-bid meeting and respond to Contractor questions as necessary during the bid phase, including compiling and distributing addendums which incorporate required plan revisions. Engineer will review bid tabulations for comparison of bid prices, evaluate bids, and recommend a Contractor for contract award.

### **TASK 4. CONSTRUCTION ADMINISTRATION SERVICES**

The Engineer will support the construction phase of the project as follows:

#### **4.1 Construction Support**

- 4.1.1 Engineer shall attend the pre-construction conference.
- 4.1.2 Engineer shall provide project exhibits and attend one (1) public meeting to help explain the construction sequencing of proposed project to the community.
- 4.1.3 Engineer shall attend bi-weekly construction progress meetings during the duration of construction. Engineer will prepare meeting minutes and Construction Progress Reports.

- 4.1.4 Engineer shall review shop drawings, samples and other submittals submitted by the Contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. Engineer shall log and track all shop drawings, samples and other submittals. Engineer shall review Contractor pay applications for accuracy and recommend payment by the city. (Note: city will pay failed test pay applications and do a deduct in the final pay application.)
- 4.1.5 As requested by the City, Engineer shall provide necessary interpretations and clarifications of contract documents, respond to Request for Information (RFI's) from the Contractor, review change orders and make recommendations as to the acceptability of the work. Engineer will meet with the City PM and Contractor on-site to review any field changes.
- 4.1.6 Engineer shall attend the "Final" project walk through and assist with preparation of the final punch list.

#### **TASK 5 AS-BUILT DRAWINGS**

Engineer shall prepare as-built drawings from information provided by the City depicting any changes made to the Final Drawings during construction. Information provided by the City may include, but is not limited to the following:

- As-Built Survey
- Copies of Approved Change Orders
- Approved Substitutions

Engineer shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent As-Built Drawings of the project as constructed. The stamp shall be signed and dated by the Engineer and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

Engineer shall submit a set of sealed Final Drawings, modified and stamped as As-Built Drawings, in PDF format.

#### **Deliverables**

- A. Preliminary Report / 30% Design Plans - 120 Days After NTP
  1. PDF of Preliminary Report including the following:
    - Cultural Engagement Conclusions and Recommendations
      - a. Hydraulic Analysis of Corridor
      - b. 2-3 Improvement Alternatives
      - c. Estimates of Construction Cost for each Alternative
- B. Final Design - 90 days after NTP for Task 2

1. 60% Design Plans
    - a. PDF Portfolio of 11x17 Plan Sheets
    - b. Specifications
    - c. Estimate of Construction Cost
  2. 90% Design Plans
    - a. PDF Portfolio of 11x17 Plan Sheets
    - b. Specifications
    - c. Estimate of Construction Cost
  3. Final Design Plans (100%)
    - a. PDF Portfolio of 24x36 Signed and Sealed Plan Sheets
    - b. Specifications
    - c. Estimate of Construction Cost
- C. As-Built Drawings
1. PDF portfolio of plan sheets of record drawings

**Services Not Included:**

1. Construction Staking
2. Restoring removed or damaged survey monumentation
3. Environmental Services
4. Signal Warrant Studies
5. Sampling or Testing for Hazardous Materials
6. Franchise Utility Design
7. Duct Bank Design for any existing or proposed franchise utility
8. Electric Transmission Facilities Design Services
9. Structural Design
10. Design of any storm drain main line capacity improvements that may be identified during the Conceptual Design task
11. Design of any offsite drainage improvements that may be identified during the Conceptual Design task
12. Design of internalizing any existing channel within the Project limits
13. Preparation of Multiple Bid Packages
14. Drone Services

**SUBCONSULTANT SCOPES OF WORK**

**Traffic Data Collection** (To be performed by TDS Traffic Counts)

The scope includes Turning Movement Counts (TMCs) at 5 intersections, Speed data at 3 locations and bi-directional volume at 2 locations along NE 23rd Street.

The traffic data report will include turning movement volume, and 3-group classification (Lights / Buses /Trucks); TDS will analyze pedestrian and bike users for all the study intersections. 85th percentile speed and posted speed limits will be reported with speed data. FHWA 13 vehicle classification will be provided with volume counts.

The scope of services below describes the work that will be performed to complete the traffic data collection task.

#### Data Acquisition

- TDS will coordinate with the Engineer to schedule the traffic data collection.
- TDS will deploy traffic counters during non-peak hours to collect 24-hour turning movement counts at the study intersections as per the approved schedule.
- TDS will acquire free-flow speed and posted speed limit at three locations and Bi-directional volume (FHWA 13 Classification) at two locations.
- Study intersections are listed as below:
  - NE 23rd St & Kelly Avenue
  - NE 23rd St & N. Lottie Avenue
  - NE 23rd St & N. Prospect Avenue
  - NE 23rd St & N. Jordon Avenue
  - NE 23rd St & N. Martin Luthur King Avenue
- Speed data collection sites are listed as below:
  - NE 23rd St West of Kelly
  - NE 23rd St between Rhode Island and Missouri Ave
  - NE 23rd St East of Miramar Blvd
- Bi-directional volume sites are listed as below:
  - NE 23rd St West of Kelly
  - NE 23rd St East of Miramar Blvd
- TDS will verify nearby streets for any possible impacts on traffic counts (like lane closure, construction detour, maintenance, or any unusual traffic patterns)
- TDS technician will fill out a data collection form/checklist that includes counter information, location, start time and duration of counts, adjacent landmarks for the future QC process.

#### Data Processing & QC

- TDS will use MioVision's online portal to analyze the turning movement counts in 15-minute intervals.
- TDS will analyze traffic data into 3-group classification (Lights / Buses / Trucks).
- TDS will analyze pedestrian and bike user data at the study intersections.
- TDS will analyze free-flow speed and posted speed limit at three locations and Bi-directional volume (FHWA 13 Classification) at two locations.
- TDS will QC the data and submit to the Engineer.

#### Deliverables

- As part of the deliverable TDS will submit the raw data files with 15-minute interval traffic counts. This can be submitted in a PDF or spreadsheet format as per City's preference.
- Speed data and Bi-Directional volume data will be delivered in PDF format.
- The traffic data collected on this contract will be shared with City and partners if requested.

#### **Community Engagement (To be performed by Sofola and Associates)**

Community Engagement includes meetings for stakeholders that will consist of an educational component, a corridor assessment/experience component, and a creative problem-solving component. The broader community public meeting will be a town hall informational meeting with an interactive component for feedback on proposed concepts.

The following outlines the expected deliverables:

- Planning, Organizing, Data Gathering, Communication/Marketing - Day 1-30 (Week 1-4)
- Pre-Preliminary Report Public Meetings – Day 31-60 (Week 5-8)
  - Two (2) Public Meetings for Stakeholders inclusive of Property Owners, Business Owners, Tenants on the NE 23rd Street Corridor - (week 5 and/or 6)
  - One (1) Public Meeting for the broader NE Community especially targeting neighborhoods adjacent, very near, and near the corridor – generally residents north and south between NE 36th and NE 4th and residents east and west between I-235 and I-35 - (Week 7 or 8)
- Final Synthesis and Reporting for inclusion in Preliminary Report - Day 61-90 (Week 9-12)
- Post Preliminary Report Public Meetings – Dates TBD
  - One (1) to two (2) Post Preliminary Report meetings with Stakeholders or Broader Public to update on final design progress.

The scope will be accomplished in collaboration with the Engineer, Public Works, OKC Planning Department, and OKC Public Information Office. The City resources to be made available are:

- City will host the website, upload content, and maintain website.
- City will provide maps, drawings, surveys of existing corridor that may be used for outreach purposes.
- City will provide any large format plotting or printing to be used for outreach/meeting purposes.
- City will assist with printing of flyers, invitations, handouts, or any printed media for outreach purposes.
- Select City Staff will be available to participate in some aspects of the meetings.

#### **Drainage Analysis (to be performed by LMRK Engineering, LLC)**

The scope includes analysis and design of drainage system for work associated with Street Enhancements of NE 23rd Street from Kelley Avenue to Miramar Boulevard (PC-0742). This scope does not include plan production services and will be limited to analysis and modeling of the existing drainage system within the limits of project.

The deliverables for this project shall be a drainage report that will include:

1. Analysis of the existing drainage system with identification of system inadequacies
2. Recommendation of improvement to the existing drainage system to accommodate the capture and conveyance of stormwater through the project limits in accordance with City requirements.

LMRK will provide services in accordance with the terms described in the Basic Services of this contract. LMRK representatives will attend a project kickoff meeting with the stakeholders. This

meeting will be utilized to introduce LMRK team and stakeholders as well as defining points of contact and establishing project schedule. Information needed for the performance of drainage analysis such as topographic survey data of the existing system and drainage areas contributing to the existing system, utility as-builts, hydrological and hydraulic (H&H) studies and calculations of the downstream/receiving conveyance system(s) and their associated models, GIS data, public communications and complaints, and property lot line information to be implemented into the design shall be provided to LMRK by the Engineer prior to start of sub-task 1.2 shown in the blow scope of work.

The following tasks will be included as a part of each deliverable.

### **Data Gathering**

LMRK will research and analyze the required data available to perform the drainage analysis for the existing system and design the proposed drainage system. Data such as topographic data of the contributing area and existing drainage system, as-builts of utilities in the area, public communication and complaints, and available drainage and H&H studies for the project area will be provided to LMRK by the Engineer. LMRK will enhance the provided information with publicly available data from sources such as the Federal Emergency Management Agency (FEMA), United States Geological Survey (USGS), Natural Resources Conservation Service (NRCS), and National Oceanic and Atmospheric Administration (NOAA). Additionally, LMRK will obtain information on Low Impact Development (LID) and Green Infrastructure (GI) practices to implement into the proposed drainage system design where is adequate and necessary.

### **Existing System Analysis**

Using provided topographic data and as-built drawings, LMRK will develop a storm sewer system computer model of the existing storm sewer system capture and conveyance system. The system will be calibrated based on available data of reported flooding events in the area. The analysis will include the performance of downstream receiving water bodies to make sure there are no adverse impacts downstream due to the proposed drainage system.

### **Report Writing**

A preliminary drainage report will be produced to provide adequate information to be included into the Preliminary Engineering report for the project. The preliminary drainage report will include the analysis and findings of the existing drainage system and general information on the recommended proposed drainage system. The preliminary report will not include detail design information for the proposed system.

### **Landscaping Services (To be performed by HFSD, Inc.)**

HFSD shall provide design services that include conceptual design and construction documentation phase, for the following scope items:

- Decorative Hardscapes at Selected Intersections & Intersection Corners/Streetscape Areas.
- Locations for Bus Shelters (design of shelters by COPTA)
- Specification of Exterior Site Furnishings (example- trash receptacles, benches, accent fencing, tree grates, etc.).
- Landscape Design- to meet or exceed the City Landscape Ordinance.

- Soil mix, and soil amendments.
- Irrigation Design.
- Technical Specifications.
- Cost Estimating (for HFSD's portion of work)
- Attend Team Meetings & Community Presentations
- Prepare 3D modeling- used to generate computer perspective renderings (up to 6 views).

**Community Engagement Phase** – HFSD shall attend all community engagement meetings as directed by the Engineer.

**Preliminary Report Phase** – HFSD shall develop 3-Concepts showing preliminary drawings of the proposed streetscape enhancements. The preliminary plans will define the character and essentials of the project, including the bulleted items listed above. HFSD shall present the plans to the Engineer and the City for their review and comment. HFSD shall produce a cost estimate (for HFSD's portion of work) for the preliminary report. In developing Preliminary Report drawings, HFSD shall use its best efforts to coordinate its services with the Engineer.

**Final Plans Phase**– HFSD shall develop 100% Construction Documents drawings and opinion of probable construction costs. The plans will detail the character and essentials of the project, including the bulleted items listed above. Technical Specifications and an updated cost estimate shall be included. HFSD shall present the plans to the Engineer and the City for their review and comment. In developing 100% Construction Documents, HFSD shall use its best efforts to coordinate its services with the Engineer and to maintain a construction budget according to the opinion of probable construction costs accepted by the Engineer and the City at Preliminary Report phase.

**Bidding Phase** – The Engineer shall be responsible for all bidding of the construction drawings prepared by HFSD. HFSD shall assist the Engineer with any bidder questions or clarifications, response to RFI's and preparation of ASI's.

**Construction Phase**- HFSD is available to provide construction observation services for site visits listed below.

**As-Builts/Record Drawings Phase**- HFSD shall record field changes made during construction (based upon drawings provided by the contractor) on a final record set of drawings.

**Develop a 3D model & up to (12 perspective images)** – HFSD shall develop a 3D model of (1) City Block along the Corridor of the selected/approved concept and create up to (12) perspective images of proposed enhancements within this one block area of the corridor.

**Meetings and Site Visits**

HFSD shall have up to eight (8) meetings and (4) meetings/site visits for coordination with the Engineer and the City during construction, scheduled approximately as follows:

- Meetings

|  |   |
|--|---|
| ○ Attend Community Outreach Meetings/Presentations                 | 3 |
| ○ Preliminary Report   | 2 |
| ○ Construction Documents Phase Review                              | 3 |
| ○ Meetings with the Engineer and the City                          | 8 |
| ● Site Visits (periodic during construction)                       |   |
| ○ Progress Site Visits to review Hardscape, Irrigation & Landscape | 2 |
| ○ Pre-Final Hardscape, Irrigation & Landscape Punch List           | 1 |
| ○ Final Punch List Walk Through                                    | 1 |
| ● Site Visits  | 4 |

**Exclusions**

This proposal excludes the following:

- ADA improvements at intersections and sidewalks within the R.O.W.
- Site Grading
- Design of Art Features
- Design of Bus/Transit Shelters
- Electrical/Structural/Civil Engineering
- Lighting Photometrics
- Mural Design
- Water Features
- Utility Relocations
- ROW/Easement acquisitions
- Topographic Surveying
- Field Testing/Geo-technical Testing/Soils Analysis
- Signage/Wayfinding
- Permitting
- Attendance at Construction Meetings

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**EXHIBIT B  
COMPENSATION  
PROJECT NO. PC-0742 STREET ENHANCEMENTS, NE 23RD STREET FROM  
KELLEY AVENUE TO MIRAMAR BOULEVARD/KATY TRAIL**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$638,387 which includes: for Basic Services an amount not to exceed \$532,887 as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$105,500 as specifically set forth in Exhibit E.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$532,887, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

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

Task 1A an amount not to exceed:  
\$77,487.64

Completion of the Community Engagement and Public Outreach for the project.

Task 1B an amount not to exceed:  
\$152,894.57

Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:  
\$232,330.23

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:  
\$12,699.86

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$46,622.64

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with

the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:  
\$10,852.06

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

**EXHIBIT C**  
**ANTI/NON-COLLUSION AFFIDAVIT**  
**PROJECT NO. PC-0742 STREET ENHANCEMENTS, NE 23RD STREET FROM**  
**KELLEY AVENUE TO MIRAMAR BOULEVARD/KATY TRAIL**

State of Texas )  
County of Dallas )SS.

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

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

Printed name of the Engineer: Anthony Mbron

Signature of executing individual: *[Handwritten Signature]*

Title: President

2214 High Country Dr Carrollton TX 75007  
Address of the Engineer Zip Code

972-364-9090 / 972-364-9091  
(A.C.) Tel. Number and FAX Number

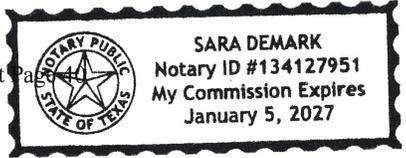
Signed and sworn to before me on this 13 day of May, 2024, by  
Anthony Mbron

My Commission Expires/Commission Number:  
Jan 5, 2021 / 134127951 (Seal)

*[Handwritten Signature]*  
Notary Public

CS 10/22/18

Engineering Services Contract Page



**EXHIBIT D**  
**NONDISCRIMINATION CERTIFICATE**  
**PROJECT NO. PC-0742 STREET ENHANCEMENTS, NE 23RD STREET FROM**  
**KELLEY AVENUE TO MIRAMAR BOULEVARD/KATY TRAIL**

State of Texas )  
County of Dallas ) SS. )

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

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

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

Printed name of the Engineer: Anthony March

Signature of executing individual: [Signature]

Title: President

2214 High Country DR Carrollton TX 75007  
Address of the Engineer Zip Code

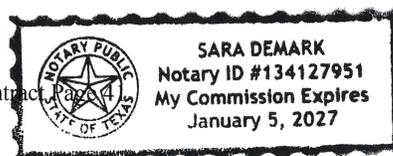
972-364-9090 / 972-364-9091  
(A.C.) Tel. Number and (FAX No.)

Signed and sworn to before me on this 13 day of May, 2024, by  
Anthony March

[Signature]  
Notary Public

My Commission Expires/Commission Number:  
Jan 5, 2027 / 134127951 (Seal)  
CS 10/22/18

Engineering Services Contract



**EXHIBIT E**  
**ADDITIONAL SERVICES**  
**PROJECT NO. PC-0742 STREET ENHANCEMENTS, NE 23RD STREET FROM**  
**KELLEY AVENUE TO MIRAMAR BOULEVARD/KATY TRAIL**

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

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the Trust's own forces, which work or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing architectural and testing laboratories that have annual on-call contracts with the Trust, beyond basic services requirements.
7. Produce miscellaneous presentation materials beyond Basic Services requirements.
8. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
9. Provide staking of right-of-way and prepare documents required for right-of-way/easement acquisitions. 10 parcels at \$850 each for a total of \$8,500
10. Provide right-of-way/easement acquisition services.
11. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction.

The FAA requires a field observer if the FAA Remote Pilot does not have a line of sight along the flight path. It is the Engineer's responsibility to ensure

the Drone Operator meets FAA regulations on all flights.

All projects require, at a minimum, three flights flown along the same path, before, during and after construction, unless the project is scoped with specific flight requirements. The target flight height for Roadway project is 75-foot minimum and 125-foot maximum, with variances allowed for site specific needs.

Video Editing will consist of the following:

1. Each video should contain a still title screen at the beginning of the flight video that lists:
  - a. Project Number
  - b. Project Location
  - c. Engineering Firm Name
2. 4K video with a 1080 minimum resolution
12. Provide design required for the selection, procurement, installation and approval of Public Arts.
13. Provide survey for design changes beyond basic services requirements.
14. Traffic Signal Design and Upgrades – 5 at \$17,000 each for a total of \$85,000
15. 3-D Rendering for Stakeholder Outreach: Engineer will provide 12 renderings for Stakeholder outreach as follows:
  - a. Build a 3D computer model of the proposed site improvements and select the desired views for detailed computer renderings.
  - b. 12 renderings at \$1,000 each for a total of \$12,000

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$105,500. This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the City Engineer. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2024

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).

|  |  |   |  |  |
|--|--|---|--|--|
| <b>PRODUCER</b><br>Higginbotham Insurance Agency, Inc.<br>15660 N Dallas Parkway #700<br>Dallas TX 75248 |  | <b>CONTACT NAME:</b> Alondra Howard<br><b>PHONE (A/C. No. Ext):</b> 817-786-6961<br><b>E-MAIL ADDRESS:</b> AHoward@higginbotham.net |  | <b>FAX (A/C. No):</b> 817-347-6981   |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>  |
|  |  | <b>INSURER A :</b> RLI Insurance Company  |  | 13056  |
| <b>INSURED</b><br>Mbroh Engineering, Inc.<br>13601 Preston Rd., #900W<br>Dallas TX 75230                 |  | <b>MBROENG-01</b>   |  | <b>INSURER B :</b><br><b>INSURER C :</b><br><b>INSURER D :</b><br><b>INSURER E :</b><br><b>INSURER F :</b> |

**COVERAGES**

CERTIFICATE NUMBER: 1581151286

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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | PSB0007311    | 10/26/2023              | 10/26/2024              | 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        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | PSA0002833    | 10/26/2023              | 10/26/2024              | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000               |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)   | \$                         |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)   | \$                         |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)   | \$                         |
|          |  |           |          |               |                         |                         |  | \$                         |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | PSE0003654    | 10/26/2023              | 10/26/2024              | EACH OCCURRENCE  | \$ 5,000,000               |
|          |  |           |          |               |                         |                         | AGGREGATE  | \$ 5,000,000               |
|          |  |           |          |               |                         |                         |  | \$                         |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       |          | PSW0004096    | 10/26/2023              | 10/26/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |                            |
|          |  | Y         | N/A      |               |                         |                         | E.L. EACH ACCIDENT   | \$ 1,000,000               |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000               |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT  | \$ 1,000,000               |
| A        | Professional Liability<br>Claims Made Policy<br>Retro Date: 07/28/2006   |           |          | RDP0051721    | 7/28/2023               | 7/28/2024               | Each Claim<br>Aggregate  | \$2,000,000<br>\$2,000,000 |

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

The General Liability and Commercial Automobile Liability policies includes blanket automatic additional insured provisions that provides additional insured status and a blanket waiver of subrogation provisions to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Additional Insured is Primary and Non-Contributory when required by written contract. General Liability additional insured is for both ongoing and completed operations.

The Workers' Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Anthony Mbroh and Alexander Nizov are Excluded Officers on the Workers Compensation Policy.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

The City of Oklahoma City  
 Department of Public Works  
 420 West Main Street, 7th Floor  
 Oklahoma City OK 73102

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

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

|   |           |   |  |
|---|-----------|---|--|
| AGENCY<br>Higginbotham Insurance Agency, Inc. |           | NAMED INSURED<br>Mbroh Engineering, Inc.<br>13601 Preston Rd., #900W<br>Dallas TX 75230 |  |
| POLICY NUMBER                                 |           | EFFECTIVE DATE:   |  |
| CARRIER                                       | NAIC CODE | (Empty)   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

RE: Project Number: PC-0742  
 Project Name: OKC-NE 23rd Street

Certificate holder is insured as noted above and complete to include: The City of Oklahoma City

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack® BUSINESS AUTO ENHANCEMENT**

### **SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT**

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**A. Broad Form Named Insured**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

**B. Employees As Insureds**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don't own, hire or borrow in your business or your personal affairs.

**C. Blanket Additional Insured**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a **primary and non-contributory basis** to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

**D. Blanket Waiver Of Subrogation**

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**E. Employee Hired Autos**

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee's” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee's” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

**F. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

**G. Auto Loan Lease Gap Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

#### H. Glass Repair – Waiver Of Deductible

##### SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

#### I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

#### J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
  - (a) Any “auto” that is hired, rented or borrowed with a driver; or
  - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

#### K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
  - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
  - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

##### f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

#### **M. Temporary Transportation Expenses**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions**, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

##### **a. Transportation Expenses**

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

#### **N. Amended Bodily Injury Definition – Mental Anguish**

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

#### **O. Airbag Coverage**

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

#### **P. Amended Insured Contract Definition – Railroad Easement**

**SECTION V – DEFINITIONS** paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph **H.3.** is replaced by the following:
  - 3. Any easement or license agreement.
- 2. Paragraph **H.6.a.** is deleted.

#### **Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

**R. Notice Of And Knowledge Of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss**, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**S. Unintentional Errors Or Omissions**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**T. Towing Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - a. All labor must be performed at the place of disablement; and
  - b. If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

As per schedule to be provided upon request

Email Address:

US Mail Address:

TX

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

- 1. Number of days advance notice: 30
- 2. Notice will be mailed to: As per schedule to be provided upon request

TX

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement 10-26-2023  
 Insured  
 Mbroh Engineering, Inc.  
 Insurance Company  
 RLI Insurance Company

Effective Policy No.  
 PSW0004096

Endorsement No.  
 Premium Included

Countersigned by \_\_\_\_\_

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

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

## Schedule

1. ( ) Specific Waiver  
Name of person or organization
- ( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: Services specified under such written contract.
3. Premium: \$73  
The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: \$73

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10-26-2023  
Insured  
Mbroh Engineering, Inc.  
Insurance Company  
RLI Insurance Company

Policy No.  
PSW0004096

Endorsement No.  
Premium Included

Countersigned by \_\_\_\_\_

**WC 42 03 04 B**  
(Ed. 6-14)

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

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

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10-26-2023  
Insured  
Mbroh Engineering, Inc.  
Insurance Company  
RLI Insurance Company

Policy No.  
PSW0004096

Endorsement No.  
Premium 5724

Countersigned by \_\_\_\_\_