

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This contract for professional engineering services ("Contract") is entered into this 21ST day of MAY, 2024, by and between the Oklahoma City Riverfront Redevelopment Authority, a public trust ("OCRRA"), and CEC Corporation ("Engineer").

WITNESSETH:

PROJECT NO. MC-0745 ON-CALL ENGINEER TO SERVE THE OKLAHOMA CITY RIVERFRONT REDEVELOPMENT AUTHORITY

WHEREAS, the City of Oklahoma City ("City") owns certain property (hereinafter referred to as the Oklahoma River Corridor) within and adjacent to the floodway of the North Canadian River, a portion of which is known as the Oklahoma River; and

WHEREAS, OCRRA is a public trust of which the City is a sole holder of beneficial interest; and

WHEREAS, the City has transferred the said Oklahoma River Corridor property to OCRRA under the terms of a Lease Agreement from the City to OCRRA; and

WHEREAS, OCRRA is charged with the planning, development and operation of the Oklahoma River Corridor for the use and enjoyment of the general public; and

WHEREAS, OCRRA has determined the necessity to engage an engineering firm for the purpose of preparing such preliminary and detailed studies and designs as may be required for the planning, development, operation and maintenance related to the Oklahoma River Corridor; and

WHEREAS, the Engineer was 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 29, 2023 which resolution, with its amendments, is made a part of this Contract by reference and has agreed to provide such services to the OCRRA as herein provided; and

NOW, THEREFORE, in consideration of the mutual obligations, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

- 1. Employment.** The Engineer is hereby employed as an independent consulting engineer and, whenever necessary, as the "On-Call Engineer" for OCRRA, to perform in accordance with good engineering practices and in the best interests of OCRRA and the City such professional engineering services related to the Oklahoma River Corridor as may be directed from time to time by OCRRA through the General Manager.

2. **Professional Services.** The professional services to be rendered by the Engineer pursuant to this Contract shall consist of, but not be limited to, the following:
- a. To serve as On-Call Engineer for the period covered by this Contract.
 - b. Provide services required for projects, improvements and extensions, including investigations, reports and surveys, when authorized by OCRRA.
 - c. Provide such other inspection, surveys, urban planning and development studies, other studies, recommendations, procedures, improvements, repairs, replacements, maintenance, or other action as authorized by OCRRA for the benefit of constructed Oklahoma River Corridor dams, locks, fishing/boating access structures, other river corridor-related appurtenances and land/property.
 - d. Prepare preliminary and detailed studies, cost estimates and feasibility reports as authorized by the OCRRA.
 - e. Provide professional services and analysis regarding litigation, claims, and interest in real property.
 - f. Such additional services as may be authorized by OCRRA.
 - g. Develop preliminary reports when authorized by OCRRA.
- (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 (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 OCRRA 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 OCRRA's conference room.
- (5) Prepare the report for submittal to OCRRA covering the Engineer's preliminary surveys, studies, investigations and other items as specified in the paragraph "Professional Services" G.(1), (2) and (3). 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 OCRRA the order of construction and completion of each phase of construction.
- (6) Furnish OCRRA three (3) hard copies and one (1) PDF copy of the Preliminary Report free of cost to OCRRA. The cost of any additional copies of Preliminary Reports as OCRRA may require will be reimbursed at the actual cost thereof.
- (7) Geotechnical services:
 - a. The Engineer will recommend to OCRRA the name of a geotechnical investigation/services firm from OCRRA'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. OCRRA will approve the selected laboratory and the Engineer will pay the costs of such sampling, analysis, borings, tests, or explorations and investigations.
- (8) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.

- (9) Prepare legal descriptions for the necessary temporary and permanent easements and prepare legal descriptions necessary for property to be acquired on forms provided by OCRRA. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist OCRRA when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by OCRRA, 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 OCRRA) will be billed to OCRRA at the actual cost thereof in accordance with Paragraph 5. Payments of this Contract.
 - (10) The Preliminary Report shall be recommended by the City Engineer for formal approval by OCRRA.
- h. Develop plans and specifications, including detailed construction cost estimate, for construction contracting of projects related to the Oklahoma River Corridor, including surveys, plans, specifications, contract documents and inspections when authorized by OCRRA.
- (1) Prepare final plans, specifications and construction cost estimate.
 - (2) After approval of the Preliminary Report in whole or in part by OCRRA, 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 OCRRA for its approval.
 - (3) Prepare and furnish OCRRA all final plans and specifications, all necessary forms for construction proposals and advertisements for Bids, subject to approval of OCRRA, 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) Furnish OCRRA five (5) 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) 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. Upon completion of this "final" review, four sets of corrected final plans shall be submitted to the Plan Review Committee at the weekly Plan Review Committee meeting. Mandatory attendance at this meeting is required of the Engineer.
- (7) Prepare and furnish OCRRA an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of OCRRA, employing standard City forms, in completed form.

Furnish OCRRA seven (7) hard copies of all final plans (three of which must be one-half size), seven (7) hard copies of final specifications, and one (1) electronic copy of the final plans and specifications, all free of cost to OCRRA. The cost of any additional copies of plans and specifications as OCRRA may require will be reimbursed at the actual cost thereof.

- (8) Meet with OCRRA 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 OCRRA 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 OCRRA.
- (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 of Oklahoma City's GIS control network and datum.

i. Provide Bidding Services as authorized by OCRRA:

- (1) Meet with OCRRA 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.
- (2) Answer all OCRRA 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) OCRRA will receive the Bids (electronically on BidSync) and the Engineer will receive a copy of the Bids from OCRRA. The Engineer will review and evaluate the Bids and will make recommendations to OCRRA for an award. The Engineer shall assist, review and make recommendations to OCRRA 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 OCRRA, pursuant to the paragraph "Fixed Limit of Construction" of this Contract.

j. Provide Construction Administration Services as authorized by OCRRA:

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

- (2) Meet with OCRRA 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, OCRRA and all other interested parties. OCRRA 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 of Oklahoma 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 OCRRA and its representatives or the Construction Contractor, to safeguard OCRRA 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 OCRRA 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 OCRRA.

- (7) Review and recommend approval of testing laboratory claim vouchers.
- (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 OCRRA informed of progress of the work, and will endeavor to guard OCRRA 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 OCRRA.
- (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 OCRRA 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 OCRRA contractors will be through OCRRA. 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 OCRRA 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 and prepare clarification drawings, 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 OCRRA 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 OCRRA'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 OCRRA. 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.

k. Provide As-Built Drawing Services as authorized by OCRRA:

- (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 the Construction Contractor, reflecting the actual construction of the project and shall furnish OCRRA, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 format 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 OCRRA, without cost to OCRRA, all basic calculations used in the design of the structures and original field notes on all land surveys
- (3) The Engineer shall submit GPS permanent benchmark with as-built drawings.
- (4) For all building/facility projects, the Engineer shall provide to OCRRA 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.

Both parties hereto expressly agree that OCRRA expressly reserves the right, power, and decision of OCRRA to hire, contract, or consult with any other consultants and engineers for specific projects, including, but not limited to, those listed generally or specifically listed herein.

The Engineer agrees to have duly qualified personnel review, approve and sign all documents and work products.

3. **Assistance from OCRRA.** Items to be furnished by OCRRA pursuant to the terms of this Contract shall consist of, but not be limited to, the following:

- a. Operational records and/or assistance in acquiring data.

4. **Fees and Compensation.** The Engineer shall be compensated for Direct Non-Salary Expenses and Professional Services. OCRRA agrees to pay the Engineer, as compensation for such engineering services as listed herein, an amount equal to the actual payroll cost based on time card records for employees working on the project times a multiplier of 3.0 to cover overhead, indirect costs and profit. The invoices shall be prepared and submitted by the Engineer and be accompanied by all supporting data required by OCRRA. Additionally, the invoices must be accompanied by a description of the position of the employee with the Engineer, employee's hours expended and multiplier.

- a. For Professional Services as outlined in paragraph two (2), subparagraphs (a) through (f) of this Contract, the Engineer shall be compensated for all Professional Services based upon the Engineering Fee Computation Formula.

- b. For Professional Services as outlined in paragraph two (2), subparagraph (g) through (i) of this Contract, the Engineer shall be compensated for all:

- (1) Professional Services based upon the engineering design fee computation up to a limit of Two Hundred Fifty Thousand Dollars (\$250,000) per calendar year, provided however, said limit may be increased or decreased by mutual agreement between the Engineer and OCRRA.

- c. Out-of-pocket expenses for subcontractors, including but not limited to surveys, shall be compensated at the actual cost thereof.

- d. Travel and related expenses out of the Oklahoma City area shall be reimbursed at the actual cost thereof.

- e. The Engineer shall be compensated at the following hourly rates for work performed under the auspices of this Contract:

Personnel	Rate
Practice Leader	\$248.00
Department Manager	\$245.00
Senior Engineer (PE)	\$245.00
Project Engineer (PE)	\$169.00
Engineer Intern (EI)	\$126.00
Senior Design Technician	\$142.00
Design Technician	\$104.00
Senior Assistant	\$113.00
Administrative Assistant	\$ 96.00

5. **Payment.** All claims for payment for services rendered under this Contract shall be accompanied by a detailed, itemized statement of charges claimed, and will be filed on claim forms furnished by OCRRA. The statements shall include dates, the services rendered, the titles of persons engaged thereon, the rates of pay, and copies of receipted invoices for expenses reimbursable under the terms of this Contract, and the statements shall be certified and executed by one of the authorized personnel of the Engineer. Claims submitted by the OCRRA docket deadline shall be considered by OCRRA at the next regular meeting.

6. **Indemnity.** To the fullest extent permitted by law, the Engineer agrees to release, defend, indemnify and save harmless the City and its beneficiary trusts, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, to the extent resulting from or arising out of the Engineer's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Engineer's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Engineer's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Engineer shall promptly advise the City and its beneficiary trusts, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Engineer, at its expense, shall assume the defense of the City and its beneficiary trusts, with counsel satisfactory to the City and its beneficiary trusts. This section shall survive the expiration of the Contract. Provided, however, the Engineer need not release, defend, indemnify or save harmless the City and its beneficiary trusts, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and its beneficiary trusts, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

7. **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.

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. The City and any of its participating trusts shall be named as loss payees on the Engineer's valuable papers insurance policy for this Project.

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.

8. **Cancellation.** OCRRA may cancel this Contract upon ten (10) days' written notice to the Engineer. Such notice shall be deemed to have been received when deposited in the United States mail, with proper address and sufficient postage thereon. Upon cancellation hereof, OCRRA will pay the Engineer all fees earned up to the date of notice of cancellation and provided, however, the Engineer shall not engage in or continue work on any projects or assignments during the ten (10) day notice period except as specifically set forth in the notice or subsequently by the General Manager. The Engineer will turn over to OCRRA all documents in its possession pertaining to the services rendered hereunder to include, but not be limited to, all records, original tracings, all basic calculations used in the designs, all original field notes, land surveys and all other documents collected, held, drafted, provided, or otherwise compensated for under this Contract, all of which shall become the property of OCRRA by the terms of this Contract.
9. **Prohibition Against Contingent Fees.** 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, and 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 compensation, contingent upon or resulting from the award or making of this Contract.
10. **Ownership of Documents.**
- a. All drawings, specifications, computations, sketches, test data, survey results, photographs, renderings and other material pertaining to the services rendered hereunder or prepared in connection therewith, are the property of OCRRA and will be delivered to OCRRA upon completion, cancellation, or termination of this Contract for whatever reason.
 - b. OCRRA may use materials prepared by the Engineer without reservation. It is understood, however, that the Engineer does not represent such material to be suitable for reuse on any other project or for any other project or for any other purpose. Any reuse by OCRRA without specific written verification or adaptation by the Engineer will be at the risk of OCRRA and without liability to the Engineer. Any such verification or adaptation by the Engineer will entitle the Engineer to further compensation at the rates to be agreed upon by OCRRA and the Engineer.
11. **Notices.** Notices hereunder shall be deemed sufficient if posted, return receipt requested, to the parties at the addresses below or at such addresses as may from time to time be designated by the parties.

To OCRRA:

Oklahoma City Riverfront Redevelopment Authority

c/o OCRRA Trust Specialist
420 West Main Street, Suite 210
Oklahoma City, Oklahoma 73102

To the City Clerk:

City Clerk's Office
City Clerk/OCRRA Secretary
200 N. Walker Avenue, 2nd Floor
Oklahoma City, Oklahoma 73102

To the Engineer:

CEC Corporation
4555 West Memorial Road
Oklahoma City, OK 73142
Attn: Contact Name
Phone Number: (405) 753-4200

12. **Multiple 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.
13. **Non-Discrimination.** The attached certificate of non-discrimination (Exhibit A) is hereby incorporated.
14. **Non/Anti-Collusion.** The attached non/anti-collusion affidavit (Exhibit B) is hereby incorporated.
15. **Term.** At the option of OCRRA, it is the intent of OCRRA to consider renewing this Contract annually for a total period of three years from the date of execution of the original Contract.
16. **Assignment.** OCRRA and the Engineer bind themselves, their successors, executors, administrators, heirs, and assigns to the other. This Contract cannot be assigned, sublet, or transferred unless approved in writing by OCRRA.
17. **Disclosure.** The Engineer hereby agrees to create, collect and maintain, and to provide upon request, the OCRRA with financial records, documentation, invoices, and other detailed information relating to this Contract, including any and all goods, products, equipment, or services provided or to be provided, directly or indirectly, as a whole or as a part, to OCRRA in connection with the performance of said Contract. In addition, the Engineer shall require his associates to create, collect and maintain, and to provide upon request, said similar information to OCRRA. An associate shall mean any person performing work by subcontract or any other arrangement for which reimbursement is or may be sought under this Contract.

Said detailed information maintained by the Engineer and any associate shall be available for inspection at reasonable times and for proper purpose, provided, however, the Engineer may request and, upon request, OCRRA shall execute a confidentiality agreement in a form reasonably satisfactory to the Engineer and OCRRA to protect any trade secrets.

The Engineer shall maintain his records in accordance with generally accepted accounting principles applied on a consistent basis. The Engineer shall competitively solicit or bid subcontracts and participation with any other person or entity; however, determination of the best subcontractor, employee or agent shall be the sole responsibility and discretion of the Engineer.

The Engineer may not disclose to personnel (outside of OCRRA or City) any information related to Oklahoma River Corridor matters which is proprietary in nature and which may be used for unauthorized purposes.

18. **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, OCRRA, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.
19. **Final Payment.** Upon cancellation or termination hereof, OCRRA will pay the Engineer all fees earned up to the date of cancellation, and the Engineer will turn over to OCRRA all documents in his possession pertaining to the services rendered hereunder to include, but not limited to, all original tracings, all basic calculations used in the designs, and all original field notes and land surveys, which shall be the property of OCRRA by terms of this Contract.
20. **Non-Exclusive.** Nothing in this Contract shall be deemed to prohibit or restrict the ability of the Engineer to enter into additional agreements with OCRRA or the City, nor the ability of OCRRA or the City to enter into agreements with other engineers or consultants.
21. **Non-disclosure.** Neither the Engineer nor its employees, agents or representatives shall release or disclose any documents or information to a third party without the prior approval of the General Manager. The Engineer shall execute such non-disclosure

affidavits as may be required to secure and protect sensitive, confidential, and proprietary information.

22. Term of Contract.

- A. This Contract authorizes the City Engineer to issue Work Orders under this Contract during the contract term as provided herein and the term of this Contract will be from the effective date through June 30, 2027, plus such extended time as necessary until all Work Orders issued during the contract term are complete.
- B. The City may issue Work Orders under this Contract at any time during the contract term.
- C. The Engineer will provide such services as set forth in any Work Order issued under this Contract and this Contract will be deemed extended for such extended time as may be necessary for the completion of services set forth in any Work Order issued during the contract term under this Contract.
- D. If this Contract is extended for completion of any Work Order, upon completion of all the Work Orders issued under this Contract, the City Engineer will issue a notice to the Engineer denoting the termination of this Contract and any extended time.
- E. The Engineer must provide such services and comply with this Contract until expiration of the contract term or through any extended time, if any, until notification of termination of this Contract from the City Engineer, whichever is later.
- F. The City will not be obligated to pay the Engineer under any Work Order (including any services, expenses, and additional services) until the funds have been encumbered. Any Work Order must not exceed the available funds for the year in which the Work Order was issued. Any extended time to complete the Work Order will not change the available funds for the year in which the Work Order was issued.
- G. If the City should need any additional services or a change of the scope of services in any Work Order issued during the contract term, a new separate Work Order must be issued under a separate contract or an amendment to this Contract. An extended time will not extend the authorization to issue a new Work Order under this Contract after the expiration of the contract term.

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer
this 8th day of May, 2024.

ATTEST:

Amber D. Steel

Asst. Corporate Secretary
(and Corporate Seal – either print stamped
or embossed – if embossed, must be leaded
sufficiently to be visible in a PDF file
reproduction)



CEC CORPORATION

[Signature]

President

IN WITNESS WHEREOF, this Contract was approved and executed by the Oklahoma
City Riverfront Redevelopment Authority and signed by the Chairman this 21ST day of
MAY, 2024

ATTEST:

[Signature]

ASST. Secretary



[Signature]

Chairman

OKLAHOMA CITY RIVERFRONT
REDEVELOPMENT AUTHORITY

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

CONCURRED by the City of Oklahoma City this 4TH day of JUNE,
2024.

ATTEST:

Amy K Simpson

City Clerk



David Holt

Mayor

State of Oklahoma)
County of Oklahoma) SS.

Professional Engineering Services Contract Page 22

EXHIBIT C
ADDITIONAL SERVICES
PROJECT NO. MC-0745
ON-CALL ENGINEER TO SERVE THE OKLAHOMA CITY
RIVERFRONT REDEVELOPMENT AUTHORITY

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. Geotechnical investigation and services.
2. Additional services necessary for completion of project.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for additional services. Fees for specific tasks related to the contract will be negotiated. 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)

5/8/2024

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

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

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

COVERAGES**CERTIFICATE NUMBER:** 79899752**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible Amount: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-8W859405	6/8/2023	6/8/2024	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 Valuable Papers \$500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Deductible Amount: \$3,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2023	6/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2023	6/8/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	<input checked="" type="checkbox"/>	UB-8W859718	6/8/2023	6/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Ded. Amount: \$25,000 Per Claim/Agg.	<input checked="" type="checkbox"/>		107269615	6/8/2023	6/8/2024	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. RE:Project No.MC-0745 On-call Engineer to serve the Oklahoma City Riverfront Redevelopment Author.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
and its participating public trust
Dept. of Public Works
420 W. 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

Jeff McLaughlin

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ACORD 25 (2016/03)

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