

AMENDMENT NO. 1 TO CONTRACT FOR CIVIL ENGINEERING SERVICES

This amendment is made and entered into this 16th day of August, 2022 by and between The City of Oklahoma City, a municipal corporation, herein after "City", and its successors in interest, and Poe and Associates, Inc., herein after "Engineer".

WITNESSETH:

Project No. MC-0697-D
Civil Engineering Services; and

WHEREAS, on July 19, 2022, the City engaged the Engineer to perform on-call city-wide civil engineering services; and

WHEREAS, subsequent to the execution of the original contract, it has been determined to be in the best interest of the City to include federal requirements to allow for funding of projects through the American Rescue Plan Act (ARPA); and

WHEREAS, it has also been determined to add drone services to capture site video of projects, including footage before, during, and after completion of the project; and

WHEREAS, on December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program, and the requirements of the program must be included in the Contract; and

WHEREAS, the original contract must be amended to incorporate the aforementioned federal requirements, drone services, and LBU Program requirements; and

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

- I. Amend Paragraph **2. Engineering Services**, Subparagraph **D. 4. Construction Administration Services**, by the addition of item **(s) Drone Services**, to read as follows:

(s) Drone Services

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

II. Amend **Paragraph 4. Compensation.** to read as follows:

Compensation. The Engineer shall be compensated at the following hourly rates for work performed under the auspices of this contract:

<u>Personnel</u>	<u>Rate</u>
Principal	\$263.07
Senior Manager	\$251.38
Resident Engineer	\$204.61
Project Manager	\$204.61
Senior Project Engineer	\$198.76
Project Engineer	\$160.77
Engineer Intern	\$102.31
Designer	\$144.69
Senior CADD Technician	\$141.77
CADD Technician	\$118.38
GIS Professional	\$131.54
Survey Party Chief (PLS)	\$131.54
Surveyor	\$96.46
Survey Crew (2-Man)	\$233.84
Survey Crew (3-Man)	\$330.30
Inspector	\$102.31
Administrative	\$131.54
FAA Remote Pilot	\$126.92 (added by Amendment No. 1)
Drone Flight Field Observer	\$102.31 (added by Amendment No. 1)
Video Editing Technician	\$126.92 (added by Amendment No. 1)

The estimated annual engineering fee for work and/or services performed under this Contract is \$750,000 per fiscal year.

The Engineer shall submit invoices, accompanied by detailed description of the total work accomplished to the City, not more than once per month.

III. Addition of **Paragraph 40. Local Business Utilization Report.** to read as follows:

40. Local Business Utilization Report. (added by Amendment No. 1)

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.

III. Addition of **EXHIBIT C – REQUIRED FEDERAL PROVISIONS – ARPA FUNDS** to read as follows:

**EXHIBIT C
REQUIRED FEDERAL PROVISIONS – ARPA FUNDS
PROJECT NO. MC-0697-D
CIVIL ENGINEERING SERVICES**

The Engineer will comply with the following federal requirements and clauses and all applicable laws including but not limited to applicable federal regulations and executive orders. In the event of conflict between the following federal provisions and the terms of the Contract, these federal provisions shall prevail.

A. Remedies

Any violation or breach of terms of this Contract on the part of the Engineer or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract and the rights and remedies available thereunder are

in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. Termination for Cause and for Convenience

1. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, work and services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the City.
2. If the termination is for the convenience of the City, an equitable adjustment in the Contract price will be made for performed work and services, but no amount will be allowed for anticipated profit on unperformed work or services.
3. If the termination is due to failure to fulfill the Engineer's obligations, the City may take over the work and services and prosecute the same to completion by Contract or otherwise. In such case, the Engineer shall be liable to the City for any additional cost occasioned to the City thereby.
4. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Engineer had not so failed, the termination will be deemed to have been effected for the convenience of the City. In such event, adjustment in the Contract price will be made as provided in paragraph (2) of this clause "B".
5. The rights and remedies of the City provided in this clause "B" are in addition to any other rights and remedies provided by law or under this Contract.

C. Equal Employment Opportunity

During the performance of this Contract, the Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this clause "C".
2. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Engineer will send to each labor union or representative of workers with which the Engineer has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this clause "C", and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) of this clause "C" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

D. Compliance with the Copeland "Anti-Kickback" Act

1. Engineer.

The Engineer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

2. Subcontracts.

The Engineer and subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The Engineer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

3. Breach.

A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as an Engineer or subcontractor as provided in 29 C.F.R. § 5.12.

E. Compliance with the Contract Work Hours and Safety Standards Act

(This clause “E” only applies to construction contracts over \$100,000.)

1. Overtime requirements.

No Engineer or subcontractor contracting for any part of the Contract work or services, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Contract to work in excess of forty (40) hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all those hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of paragraph (1) of this clause “E”, the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph (1) of this clause “E”, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph (1) of this clause “E”.

3. Withholding for unpaid wages and liquidated damages.

The City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work or services performed by the Engineer or subcontractor under any such Contract or any other federal contract with the same Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause “E”.

4. Subcontracts.

The Engineer or subcontractor shall insert in any subcontracts paragraphs (1) through (4) of this clause “E” and also a clause requiring the subcontractors to include these paragraphs in any lower tier subcontracts. The Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with paragraphs (1) through (4) of this clause “E”.

F. Patent Rights

The Engineer acknowledges the existence of requirements and regulations of the City relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Contract shall be immediately (within two months of discovery) reported to the City. The City shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

G. Copyright

The Engineer acknowledges the existence of requirements and regulations of the City relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34, which states: "The federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

H. Compliance with Clean Air Act

(This clause "H" only applies to Contracts in excess of \$150,000.)

1. The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Engineer agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the City.

I. Compliance with Federal Water Pollution Control Act

(This clause "I" only applies to Contracts in excess of \$150,000.)

1. The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq. Any violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
2. The Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Engineer agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the City.

J. Energy and Conservation Provision

Engineer agrees to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

K. Excluded Parties based upon Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Engineer is required to verify that none of the Engineer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Engineer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction the Engineer enters into.
3. This certification is a material representation of fact relied upon by City. If it is later determined that the Engineer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Oklahoma and the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Engineer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Contract is valid and throughout the period of any contract that may arise from this Contract. The Engineer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)

Engineers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal funded contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient. Example of Certification attached hereto.

M. Solid Waste Disposal Act

1. In the performance of this Contract, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;

- (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
2. Information about this requirement, including the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

N. Access to Records.

The following access to records requirements apply to this Contract:

1. The Engineer agrees to provide the State of Oklahoma, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work or services being completed under the Contract.

O. DHS Seal, Logo, and Flags

Engineer shall not use the seal(s), logos, crests, or reproductions or likenesses of the Department of Homeland Security or likenesses of Department of Homeland Security officials without specific FEMA pre-approval.

P. Compliance with Federal Law, Regulations, and Executive Orders

Engineer acknowledges that federal financial assistance will be used to fund the Contract and Engineer agrees to comply with all applicable federal law, regulations, executive orders, and federal policies, procedures, and directives.

Q. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Engineer, or any other party pertaining to any matter resulting from the Contract.

R. Program Fraud and False or Fraudulent Statements or Related Acts

The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this Contract.

S. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

In compliance with 2 CFR § 200.321, if Engineer utilizes subcontracts for this Contract, Engineer agrees that it shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirements permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

T. Small and Disadvantaged Local Business Subcontracting Program

The Engineer must also comply with the City's Small and Disadvantaged Local Business Subcontracting Program.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, DAVID STREB of POE & ASSOCIATES (the "Engineer") hereby certifies, to the best of his or her knowledge, that:

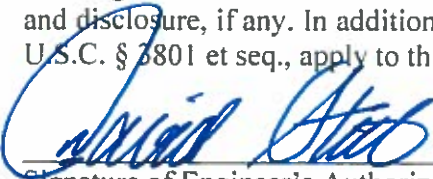
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Engineer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Engineer's Authorized Official

DAVID STREB PRESIDENT
Name and Title of Engineer's Authorized Official

AUGUST 2, 2022
Date

[Remainder of this page intentionally left blank]

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

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 2nd day of August, 2022

POE AND ASSOCIATES, INC.

David Stroh
President

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 2nd day of August, 2022 by David Stroh, as President of Poe Associates, Inc.

Amanda C. Houska
Notary Public

My Commission Expires/Commission Number:

January 9, 2025 13000270

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 16th day of August, 2022.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



POE&ASS-01

KSTEBBINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2022

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

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

PRODUCER Messer-Bowers Company 6701 N Broadway Suite 201 Oklahoma City, OK 73116	CONTACT NAME: PHONE (A/C, No, Ext): (405) 840-4351		FAX (A/C, No): (405) 842-1009
	E-MAIL ADDRESS: kstebbins@messerbowers.com		
INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City, OK 73118	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity of America		25666
	INSURER B : The Phoenix Insurance Co		
	INSURER C : THE TRAVELERS INDEMNITY CO		25658
	INSURER D : Travelers Casualty & Surety Company of America		31194
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	680 00H770068 22 47	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA 3A921428 22 GRP	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$0
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 004A030120 22 47	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	X	UB 008K158882 22 47	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			105841819	8/1/2022	8/1/2023	Per Claim / 25k ded \$ 2,000,000
A	Valuable Papers			680 00H770068 22 47	8/1/2022	8/1/2023	Limit \$ 1,300,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job MC-0697-D

Architects & Engineer's. General Liab Incl's: Blanket Additional Insd on a primary and non contributory basis, Blanket Waiver of Subrogation and 30dnoc (except 10 for non pay) in favor of the holder. General Liab is subject to a total aggregate limit of \$6,000,000 / Auto Liab Incl's: Blanket Additional Insd, Blanket Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder / Work Comp Incl's: Blanket Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder, all when req'd by written contract. Excess Liab is follow form to: General, Auto and Employer's Liab. Professional Liab Aggregate \$5,000,000.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City & Its Participating Public Trusts Dept of Public Works 420 W Main Ste 700 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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Messer-Bowers Company		NAMED INSURED Poe & Associates, Inc. 1601 Northwest Expressway, Ste 515 Oklahoma City, OK 73118
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Re: Proj MC-0697-D, Civil Engineering Services

Certificate Holder is incl as Additional Insd for General Liability (on a primary and non contributory basis) & Auto Liability, incl a waiver of subrogation, all when req'd by written contract. Waiver of subrogation applies in favor of the certificate holder as respects Employer's Liability when req'd by written contract. 30dnoc (10 days for non payment) in favor of the holder as respects General Liability, Auto Liability and Employer's Liability. 0 deductible applies as respects General and Auto Liability