

## CONTRACT FOR ENGINEERING SERVICES

This Contract for engineering services for the off-road trail ("Contract") is entered into this 12TH day of MARCH, 20 24, by and between The City of Oklahoma City, a municipal corporation ("City"), and Smith Roberts Baldischwiler, LLC ("Engineer").

### WITNESSETH:

**PROJECT NO. PC-0917  
OFF-ROAD TRAIL  
FIXED LIMIT OF CONSTRUCTION - \$1,660,380**

**WHEREAS**, the City intends to engage the services of the Engineer to provide for design and all other engineering services related to an Off-Road Trail on Eastern Avenue from the Grand Trail to SE 59th Street ("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**, on February 1, 2022, City Council approved City restoration projects to be funded by Coronavirus State and Local Fiscal Recovery Funds, pursuant to the American Rescue Plan Act (ARPA); and

**WHEREAS**, requirements related to use of ARPA funds are included as Exhibit F – Required Federal Provisions – ARPA funds; and

**WHEREAS**, engineering services will be funded by ARPA; and

**WHEREAS**, construction services will be funded by ARPA and ODOT; and

**WHEREAS**, the Architect 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 29, 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

- (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 version 2013 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 \$176,093, which includes: for Basic Services an amount not to exceed \$158,593, as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$17,500, 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: Deborah K. Miller, P.E., Interim Director

Public Works/Interim City Engineer

Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

To the Engineer:

Smith Roberts Baldischwiler, LLC

100 NE 5th Street

Oklahoma City, OK 73104

Attn: Craig Wallace

Phone Number: (405) 840-7094

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 ninety (90) 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 one hundred twenty (120) 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 22nd day of February, 20 24.

SMITH ROBERTS BALDISCHWILER, LLC

[Signature]  
President, MANAGER SRB LLC

ATTEST:

STATE OF Oklahoma )  
 ) SS  
COUNTY OF Oklahoma )

This instrument was acknowledged before me on this 22nd day of February, 2024 by Marc A. Long, P.E. as Principal of Smith Roberts Baldishwiler, LLC



My Commission Expires/My Commission Number: 4/1/26 / 22004104  
[Signature]  
Notary Public

IN WITNESS WHEREOF, this Contract was approved and executed by The City of Oklahoma City this 12TH day of MARCH, 20 24.

THE CITY OF OKLAHOMA CITY

ATTEST:

[Signature]  
City Clerk



[Signature]  
Mayor

REVIEWED for form and legality.

[Signature]  
Assistant Municipal Counselor

**EXHIBIT A  
SCOPE OF WORK  
PROJECT NO. PC-0917  
OFF-ROAD TRAIL**

**General Project Scope:**

The Scope of Work for this project includes development of construction plans, from project conception through construction completion, meeting the general requirements of the City for Construction of this off-road facility identified within the Trail System of Oklahoma City, as detailed in the documents related to this project and the OKC Bike Walk OKC. It is understood the scope of work required to accomplish this will include, but may not be limited to: topographical survey; Right of Way verification along the entire corridor; preparation of any Environmental Clearance Documents; attendance at any required public meetings; preliminary engineering report with preliminary construction plans; preliminary field review meetings; conduct any required utility conferences; manage and coordinate with OKC all required utility relocations; preparation of right-of-way plans and supporting documents; acquisition of parcels; periodic plan review submittals and field review at 30 percent, 60 percent (R/W and Utility), & 90 percent along with preparation of final construction plans; construction administration (including any field meetings or response during construction); with the culmination of the project by the delivery of as-built plans.

This project has received funding under the ARPA and Federal Funding (FHWA) through the Association of Central Oklahoma Governments & Oklahoma Department of Transportation (ODOT) and will follow all guidelines to meet any requirement from this funding. ODOT will administer this project from design requirements through construction.

The following tasks will be performed by the Engineer on this project:

**Task I ~ Topographical Survey and Preliminary Engineering Report**

Provide a full and complete topographical survey of the project in accordance with City standard field survey requirements and guidelines for use in design of the proposed street improvements.

Prepare a preliminary design report supported by design calculations and functional construction plans to demonstrate the effectiveness of the proposed street improvements. The preliminary design will show the existing topographical ground features, existing utility lines, a proposed roadway footprint, recommended trail typical sections with thickness and pavement types as recommended, preliminary storm sewer existing and preliminarily proposed right-of-way lines, preliminary construction quantities and an estimated construction cost. A design conference meeting will be held after the City's review to discuss any additions or changes to the project's overall design. The preliminary engineering report must be approved by the City prior to proceeding to the next contractual task.

Key Elements:

- Survey from back of curb to Right of Way (ROW) on west side of Eastern Ave. and on the

east side from Oklahoma Circle north to the existing bus stop.

- Complete Preliminary Engineering Report including 30% plans and cost estimates for 10/12-foot-wide concrete trail on the west side of Eastern Avenue from Grand Trail to S.E. 59<sup>th</sup> Street and an ADA compliant path from Oklahoma Circle to existing bus stop.
- Identify and recommend ADA improvements to signalized intersections along corridor.
- Evaluate ROW and establish any needs for further parcel acquisition.
- NEPA documents as required by ODOT.

### **Task II ~ Final Construction Plans**

Final construction plans and specifications will be prepared by the engineer reflecting any and all comments received by the City related to the project's design and intent. These final plans will include, but not limited to: a sealed and signed title sheet, typical sections, pay items and estimated quantities, construction notes, plan and profile sheets, detail sheets, erosion control and a storm water management plan. Also, design requirements for required upgrades for the purpose of ADA compliant at intersections along this corridor. The final plans and specifications, upon final City approval, will be used for bidding.

The Engineer will acquire property ownership and easement documents for the project's extent required for the development of right-of-way plans and legal documents necessary for the acquisition of land required for the proposed street improvements.

The City will provide the Engineer with information related to locating, horizontally and vertically, any existing utilities (public and private) identified by the OKIE One Call System, or all means necessary, for inclusion of the construction plans and for the use in identifying conflicting utilities that may need to be relocated. Additionally, the Engineer will assist the City with conducting at least one utility conference and any coordination with OKC project manager and with all identified utility owners to explain the proposed construction and its effects to those conflicting utilities. The Engineer will review all facility relocation plans necessary to clear the Right of Way for construction and maintain a schedule of relocations; these documents will be available to the City and submitted for approval.

All design will be prepared in U.S. customary units and in accordance with City Standard Specifications for Construction of Public Improvements. Where applicable, current City and/or ODOT Design Standards will be utilized.

#### **Key Elements:**

- Plan & Cost Estimate Submittals at 60%, 90%, and 100%
- ROW plans and acquisition, as needed
- Interim Design Meeting(s)

### **Task III ~ Project Bidding (ODOT)**

All Bidding, award, and contract administration will be accomplished by ODOT.

#### **Task IV ~ Construction Administration and Representation**

The Engineer will provide limited contract administration and represent the City in monitoring the construction project. The Engineer's representatives will be present at pre-work conferences, field meetings, and site meetings during the construction of the project. The engineer will review and comment on all requests for information (RFI's) generated by the contractor and/or City staff relating to the plans and specifications. Additionally, the Engineer will review field changes, change orders, or contract amendments, as well as the approval of the contractor's final pay claim.

#### **Task V ~ As-Built Plans**

Upon project completion and acceptance by the City and ODOT, as-built plans will be prepared reflecting the final construction conditions of the project. An electronic copy of the construction drawings in AutoCAD format will also be submitted.

### **IN ADDITION TO THE SCOPE OF WORK ABOVE, THE FOLLOWING ODOT STANDARDS MUST BE APPLIED:**

#### **Task 2 – Final Plans Services in Accordance with ODOT Standards**

- (1) Prepare final plans, specifications and construction cost estimate.
- (2) After approval of the preliminary report/plan-in-hand in whole or in part by the City Engineer, the Engineer shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using ODOT standard specifications. The Engineer shall complete said plans and specifications for submission to the ODOT for its approval and to the City Engineer for approval.
- (3) Prepare and furnish the Trust all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the Trust.
  - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the ODOT 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, oil, 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) PDF 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 the Trust 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) 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 30% plan submittal.
- (7) 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.
- (8) 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.
- (9) Prepare and furnish the Trust an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the Trust, employing standard Trust forms, in completed form.

Furnish the Trust 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 the Trust. The cost of any additional copies of plans and specifications as the Trust may require will be reimbursed at the actual cost thereof.

- (10) 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.

- (11) Meet with the Trust and ODOT or their representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (12) Prior to the submission of Bidding Documents to the Trust for solicitation of Bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.
- (13) 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 Trust.
- (14) 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 bench mark 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.

**Task 2 - Sequence of Construction and Traffic Control Plans in Accordance with the Manual on Uniform Traffic Control Devices (MUTCD)**

- (1) The Engineer shall prepare the construction traffic control plans for this project.
- (2) The Engineer will provide sequence of construction for the roadway and intersection(s).

**Task 2 - Right-of-Way Plans Services in Accordance with ODOT Requirements, if applicable**

- (1) The Engineer shall provide certified ownership lists to the City and prepare legal descriptions for the necessary temporary and permanent easements to be acquired.
- (2) The Engineer shall provide right-of-way maps showing locations and dimensions of right-of-way to be acquired and assist the Trust when requested in negotiations with owners of property acquired for or affected by the improvements.
- (3) Completion of right-of-way information with construction plan for review by ODOT. The Engineer will furnish current legal descriptions to the Trust.

**Task 4 – Construction Administration Services**

- (1) This project is anticipated to be supervised by ODOT forces during the construction process. It is the desire of the Trust that the Engineer acts as a representative for the

Trust during the construction phases of the project and will provide written reports of construction activities along with recommendations if any actions by the Trust are required. Notwithstanding anything to the contrary in this Agreement, the Consultant is not a fiduciary with respect to the Client.

- (2) The Engineer will assist ODOT in coordinating and attend a preconstruction public meeting. The Engineer shall coordinate and conduct a public meeting in an approved location near the project for the purpose of answering questions about the project construction activities and schedule. The Engineer would coordinate a meeting facility, prepare any presentation materials, develop a mailing list, advertise the meeting, and assist ODOT to moderate the public meeting.
- (3) The Engineer will have the authority to act on behalf of the Trust only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (4) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (5) The Engineer will attend a pre-construction meeting with the successful contractor, ODOT, the Trust and all other interested parties.
- (6) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction. 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 Trust'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.
- (7) 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 Trust and its representatives, or ODOT, to safeguard the Trust against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure concurrence with ODOT and 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.
- (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 Trust informed of progress of the work, and will endeavor to guard the Trust against defects and deficiencies of the work.

- (9) Prepare and keep a record of the work performed by any contractor on this project and file with the Trust a monthly progress report covering the work performed by the contractor(s).
- (10) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Contractor and the Construction Contractor's subcontractors and material suppliers shall be through the ODOT Residency. Communications with other Trust contractors will be through the Trust. The Engineer shall be available at all times for the purpose of communication.
- (11) The Engineer shall supplement ODOT's inspection and submittal review process with a review for conformance with bidding documents, and report to the Trust for approval 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 from ODOT. 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 ODOT 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 is supplemental to ODOT's approval mechanism and shall not indicate approval of an assembly of which the item is a component.
- (12) 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. The Engineer will assist ODOT staff in their understanding recommended changes for the purpose of preparing any change orders that proceed from such recommended changes.
- (13) The Engineer shall conduct observations and inspections as required to determine the quality of work to be accepted and coordinate with ODOT the date or dates of final completion and acceptance. The Engineer shall receive and forward to the Trust all

written warranties and any related documents required by the bidding documents and assembled by the Construction Contractor.

- (14) The Engineer will periodically review daily reports furnished by ODOT'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 through ODOT and the Trust. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means or to ODOT's inspection means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
- (15) 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.

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**EXHIBIT B  
COMPENSATION  
PROJECT NO. PC-0917  
OFF-ROAD 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 \$176,093 which includes: for Basic Services an amount not to exceed \$158,593 as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$17,500 as specifically set forth in Exhibit E.

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

Compensation for basic services may not exceed \$158,593, 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 1 an amount not to exceed:  
\$70,776

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:  
\$71,957

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

Task 3 an additional amount not to exceed:  
Provided by ODOT

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$11,070

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:  
CS 10/22/18

\$4,790

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

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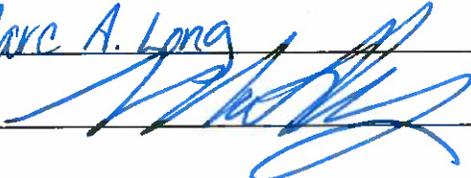
**EXHIBIT C**  
**ANTI/NON-COLLUSION AFFIDAVIT**  
**PROJECT NO. PC-0917**  
**OFF-ROAD TRAIL**

State of Oklahoma )  
 )SS.  
County of Oklahoma )

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: Marc A. Long

Signature of executing individual: 

Title: Principal

100 NE 5th St OKC, OK 73104

Address of the Engineer Zip Code

(A.C.) Tel. Number and FAX Number

Signed and sworn to before me on this 22<sup>nd</sup> day of February, 2024, by

Marc A. Long, P.E.



My Commission Expires/Commission Number

4/1/26 / 22004604



Notary Public

CS 10/22/18

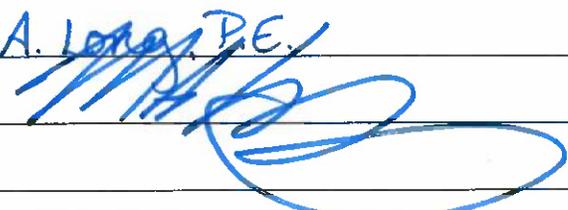
**EXHIBIT D  
NONDISCRIMINATION CERTIFICATE  
PROJECT NO. PC-0917  
OFF-ROAD TRAIL**

State of Oklahoma )  
County of Oklahoma ) 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: Marc A. Long, P.E.  
Signature of executing individual:   
Title: Principal  
100 NE 5th St OKC, OK 73104  
Address of the Engineer Zip Code

(A.C.) Tel. Number and (FAX No.)

Signed and sworn to before me on this 22nd day of February, 2024, by  
Marc A. Long, P.E. Krista L Weber

My Commission Expires/Commission Number:  
4/1/26 / 22004604  
CS 10/22/18



**EXHIBIT E**  
**ADDITIONAL SERVICES**  
**PROJECT NO. PC-0917**  
**OFF-ROAD 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 for right-of-way acquisition purposes.
10. Prepare documents required for right-of-way/easement acquisitions. **5 parcels at \$750 per parcel for a total of \$3,750**
11. Provide right-of-way/easement acquisition services. **5 parcels at \$2,750 per parcel for a total of \$13,750**
12. 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
13. Provide design required for the selection, procurement, installation and approval of Public Arts.
14. Provide survey for design changes beyond basic services requirements.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$17,500. 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.

**EXHIBIT F**  
**REQUIRED FEDERAL PROVISIONS – ARPA FUNDS**  
**PROJECT NO. PC-0917**  
**OFF-ROAD TRAIL**

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 forth 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

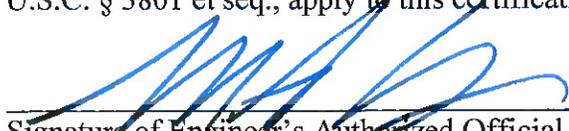
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, Marc A. Long, P.E. of Smith Roberts Baldishewer, LLC (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

MARC A. LONG, PE MANAGER SRB LLC  
Name and Title of Engineer's Authorized Official

2-22-2024  
Date



SMITBAL01C

MSCHURIG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2024

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

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

<b>PRODUCER</b> License # 1017969 <b>INSURICA</b> 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	<b>CONTACT NAME:</b> Michelle Schurig <b>PHONE (A/C, No, Ext):</b> (405) 556-2217 <b>FAX (A/C, No):</b> (405) 556-2332 <b>E-MAIL ADDRESS:</b> Michelle.Schurig@INSURICA.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
<b>Smith-Roberts Baldischwiler LLC</b> 100 NE 5th Street Oklahoma City, OK 73104	<b>INSURER A :</b> Continental Casualty Company <b>20443</b> <b>INSURER B :</b> Continental Insurance Company <b>35289</b> <b>INSURER C :</b> National Fire Insurance Co. of Hartford <b>20478</b> <b>INSURER D :</b> Hamilton Insurance DAC <b>INSURER E :</b> <b>INSURER F :</b>

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6079846635	12/18/2023	12/18/2024	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
							MED EXP (Any one person) \$ <b>15,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							<b>EMPLOYEE BENE</b> \$ <b>2,000,000</b>
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6079846649	12/18/2023	12/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			6079846618	12/18/2023	12/18/2024	EACH OCCURRENCE \$ <b>10,000,000</b>
							AGGREGATE \$ <b>10,000,000</b>
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			X	12/18/2023	12/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	<b>Professional Liab</b>			EOHS214383	1/1/2024	1/1/2025	<b>Per Occ/Aggregate</b> \$ <b>2,000,000</b>
B	<b>Property</b>			6079846635	12/18/2023	12/18/2024	<b>Valuable Papers</b> \$ <b>100,000</b>

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

PROJECT NO. PC-0917

**OFF-ROAD TRAIL**

The City of Oklahoma City and its participating trusts Department of Public Works are an Additional Insured with respect to General Liability and Automobile Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. A Waiver of Subrogation in favor of The City of Oklahoma City and its participating trusts Department of Public Works applies to the General Liability, Automobile Liability, and Workers Compensation if required or agreed to in a written contract subject to all provisions and limitations of the policy. General Liability coverage is primary and non-contributory. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 Day Written Notice of SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

<b>The City of Oklahoma City</b> Department of Public Works 420 West Main Street, Seventh 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.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>INSURICA</b>	License # 1017969	NAMED INSURED Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## 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:

Cancellation except 10 Days for Non-Payment of Premium to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. The Professional Liability contains a \$25,000 per claim deductible. The Umbrella contains a \$10,000 retention per claim. General Liability - No Deductible; Auto Liability - No Deductible.