

**ASSIGNMENT AND AMENDMENT NO. 1 TO JOINT CONTRACT FOR
ENGINEERING SERVICES**

This Assignment and Amendment is made and entered into this 27th day of September, 2022, by and between The Oklahoma City Municipal Facilities Authority, a municipal trust, herein called "Trust", the City of Oklahoma City, a municipal corporation, herein called the "City", and CEC Corporation, herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on March 31, 2020 as follows:

Project No. BC-0230
Bridge Rehabilitation; and

WHEREAS, the Trust engaged the services of the Engineer to provide for design and all other engineering services related to bridge rehabilitation on NW 10th Street over North Grand Boulevard; and

WHEREAS, subsequent to the execution of the original contract, it has been determined this project is eligible for additional funding through the American Rescue Plan Act (ARPA), therefore it is necessary to incorporate Exhibit F – Required Federal Provisions – ARPA Funds, into the contract; and

WHEREAS, the bridge rehabilitation will be funded by both Trust and ARPA funds, therefore, the City must be made a party to the original contract; and

WHEREAS, due to the addition of ARPA funds, it is in the best interest of the Trust and the City to direct the Engineer to proceed with Design Option 3 as presented in the Preliminary Report; and

WHEREAS, Design Option 3 includes replacement of the eastbound and westbound bridge on NW 10th Street by widening the bridge sections, adding a dedicated deceleration lane to the I-44 eastbound entrance ramp and a dedicated acceleration lane from I-44 off-ramp to assist traffic merging onto NW 10th Street, new guardrails and sidewalk, and replacing the existing concrete drainage channel; and

WHEREAS, the Engineer will be required to provide the following services beyond the original scope of work, including an environmental study necessary for obtaining a section 404 permit through the Army Corps of Engineers, geotechnical investigation services, performing a drainage analysis and preparation of a drainage report, and providing drone services before, during, and after construction of the project; and

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

WHEREAS, the estimated construction is \$7,772,757 (an increase of \$5,933,258); and

WHEREAS, the original contract must be amended to include the aforementioned LBU Program Requirements, assignment of the City as a party to the contract, and provide for the Engineer's increased scope of work as outlined above and associated fees; and

WHEREAS, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$183,950 for engineering services

For Amendment No. 1:

Not to exceed \$852,174 for engineering services

Total Amended Contract:

Not to exceed \$1,036,124 for all services (an increase of \$852,174); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

- I. The Oklahoma City Municipal Facilities Authority ("Trust") hereby assigns and the City of Oklahoma City ("City") hereby accepts an assignment as a party to the above described Agreement for engineering services entered into by and between the Trust and CEC Corporation under the date of March 31, 2020, and the City of Oklahoma City hereby consents to and agrees to be bound by the aforesaid agreement.
- II. Where the term "Trust" shall appear in the original Agreement, the term shall hereinafter, unless the contents clearly indicate otherwise, also apply to the City of Oklahoma City.
- III. Where the term "contract" shall appear in the original Agreement, the term shall hereinafter be "joint contract" to reflect both the Trust and the City as joint owners of the joint contract.

- IV. Amend **Paragraph 2. Basic Services.** to read as follows:

Basic Services. The Engineer is hereby engaged and employed by the Trust and the City to perform in accordance with good engineering practices and in the best interest of the Trust and the City in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to replacement of the eastbound and westbound bridges on NW 10th Street, environmental study and geotechnical investigation services, providing a drainage report and incorporating Exhibit F – Required Federal Provisions – ARPA Funds); including Exhibit A, and including but not limited to the following:

- V. Amend **Paragraph 5. Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$1,036,124 (an increase of \$852,174), which includes: for Basic Services an amount not to exceed \$1,005,660 (an increase of \$847,674), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$30,464 (an increase of \$4,500), as specifically set forth in Exhibit E attached hereto and incorporated herein.

- VI. Addition of **Paragraph 42. Local Business Utilization Report.** to read as follows:

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

On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and disadvantaged local business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on City projects.

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

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

E. The dollar amount of each subcontract.

F. The tools and/or organizations used to locate and contact these businesses.

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

VII. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A – Scope of Work (added by Amendment No. 1)**”:

**Exhibit A – Scope of Work
(Added by Amendment No. 1)**

The following improvements as described in the Preliminary Engineering Report dated March 2021 (and as revised) are included in the scope of work for the bridge replacements at NW 10th Street over Grand Boulevard:

Westbound NW 10th Street Bridge:

- Replacing the existing 247-foot westbound bridge with a bridge of approximately the same length but with a proposed bridge width ranging from 52 feet to approximately 61 feet.
- Construction of a dedicated deceleration lane to access the existing I-44 eastbound entrance ramp.
- Replacing the existing guardrail along the east side approach of the bridge, along both northbound and southbound Grand Boulevard, and along the east side of the I-44 eastbound on-ramp.
- The bridge will remain open during construction. Phased traffic control plans will be provided.
- Perform drainage analysis for existing storm system and design of proposed drainage system improvements.
- Reconstruction of existing sidewalk along Grand Boulevard that will conflict with the proposed pier construction.
- Replacement of approximately 65’ of existing concrete drainage channel.

Eastbound NW 10th Street Bridge:

- Replacing the existing 170.8-foot eastbound bridge with a bridge of approximately the same length but with a proposed bridge width of 54.5 feet.
- Construction of a dedicated acceleration lane from the I-44 off-ramp to assist with traffic merging onto NW 10th Street.
- Construction of a dedicated deceleration lane to access the existing I-44 eastbound entrance ramp.
- Replacing the existing guardrail along the west side approach of the bridge and along both northbound and southbound Grand Boulevard.

- The bridge will remain open during construction. Phased traffic control plans will be provided.
- Perform drainage analysis for existing storm system and design of proposed drainage system improvements.
- Reconstruction of existing sidewalk along Grand Boulevard that will conflict with the proposed pier construction.
- Replacement of approximately 60' of existing concrete drainage channel.

TASK 1A – ENVIRONMENTAL STUDIES

The environmental review will consist of a comprehensive study, conducted by an experienced multi-disciplinary team, designed to identify, assess, and evaluate potential environmental impacts associated with the proposed project. The process will begin by mailing notices to federal, state, local agencies, and Native American tribes, stakeholders, and affect parties to solicit input and initiate public involvement. After the accepted response period, field studies will begin to identify potential impacts on the human (e.g., haz-waste, cultural resources, etc.) and natural (e.g., biological, water resources, etc.) environments. The field studies will specifically address the cultural and historic aspects of Section 106 of the National Historic Preservation Act (NHPA) and the Section 7 of the Endangered Species Act (ESA), when applicable. After the field studies are complete and the associated reports generated, the Engineer will work with or on behalf of the City and the federal sponsor to consult with appropriate state and federal regulatory entities. This includes, but is not limited to, the US Fish & Wildlife Service (USFWS), the State Historic Preservation Office (SHPO), any affected Native American Tribes, along with others. After completing the studies and allowing for regulatory input, a “draft” environmental document will be generated and submitted to the City for review. Once reviewed by the City, the environmental document will be submitted to the federal sponsor for review and ultimate approval. There is assumed to be US Army Corps of Engineer (USACE) Section 404 of the Clean Water Act (CWA) permit requirements associated with this project.

The information contained in the various field study reports can be used to assist with obtaining the proper permit. The proposed scope does not include other public involvement, stakeholder meetings, noise studies, Section 4(f) of DOT compliance or mitigation, floodplain permitting or USACE permitting.

Environmental Study Area



TASK 1B – GEOTECHNICAL INVESTIGATIONS

The geotechnical engineering scope of services will include the following items.

- Desktop review of generally available public information; i.e., NRCS, USGS databases and as-built plans.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Laboratory testing of the subsurface materials.
- Performing engineering analysis and providing geotechnical recommendations in written report format.

The Engineer proposes that the subsurface conditions be explored by soil borings following the proposed drilling program. Nine (9) borings are proposed; five (5) borings for the westbound bridge and four (4) borings for the eastbound bridge with borings near the existing abutments and in the interiors (proposed to be performed at the Grand Boulevard roadway levels for EB Piers 1 and 2 and WB Piers 2 and 3, and WB Pier No. 1 to be performed west of existing chain link fence). The Engineer proposes to perform the borings to a depth of 30 feet into the bedrock. The table below summarizes the proposed exploratory boring program.

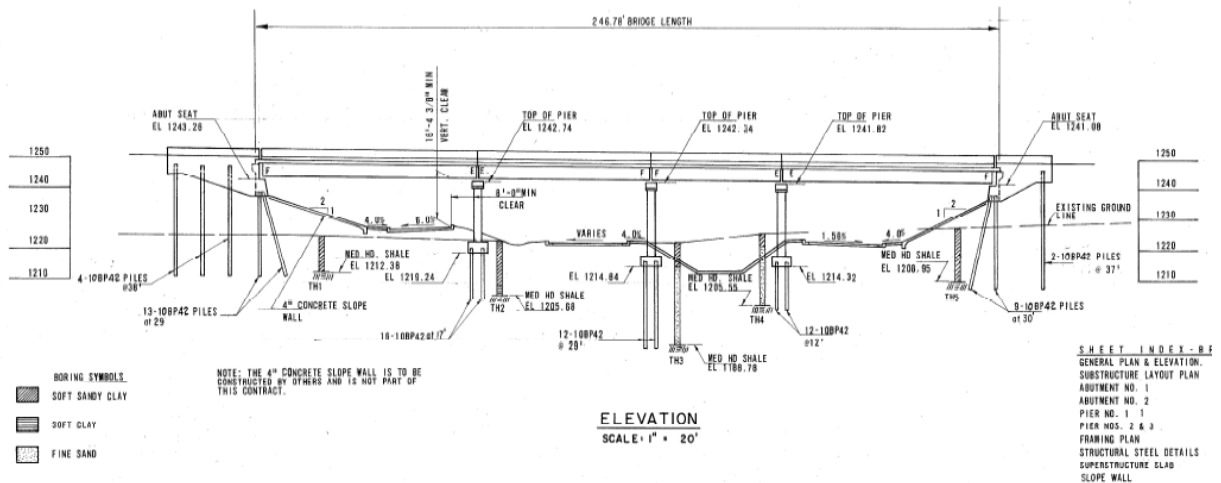
Table 3: Summary of Borings

Design Element		Number of Borings	Boring Depth (ft)	Drilling Footage (feet)
Westbound Bridge	Abutments	2	75	150
	Piers 1, 2, & 3	3	65	195
Eastbound Bridge	Abutments	2	75	150
	Piers 1 & 2	2	65	130
TOTAL:		9	---	625

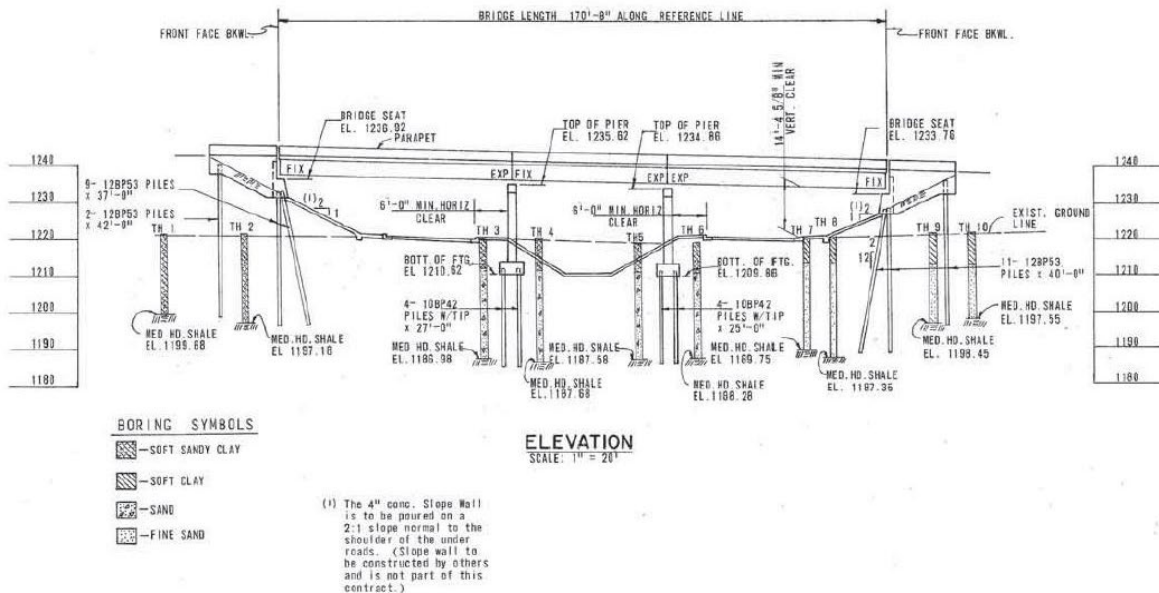
The depths of exploration are estimated from the as-built plans provided to the Engineer. The plans are reproduced below for the westbound and eastbound bridges', respectively.

See next page for map.

Westbound Existing Bridge



Eastbound Existing Bridge



The boring locations will be identified in the field using the provided plans with the aid of available natural landmarks or GPS coordinates, idealizing the replacement bridges will be on similar alignment and locations as the existing. The Engineer will determine the elevation at the borings will a conventional optical leveling device. Surveying of the boring locations to obtain surface coordinates is beyond the scope of work. References to elevations or depths of various subsurface strata will be based on depths below existing grade at the time of drilling.

- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.

- Final depths of the borings may be extended or reduced depending on the subsurface materials identified during field activities.
- The Engineer will contact the local 1-Call utility service for public utility clearance prior to the start of drilling activities. It is the Engineers experience that these companies do not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances located in the field by others prior to field activities.
- The Engineer will exercise reasonable caution to avoid damages to underground utilities by contacting local utility companies prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, the Engineer will not be responsible for damage to the site or any buried utilities that are not made known.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.

Table 4: Anticipated Field Exploration Description

Drilling Equipment	Truck Mounted Drilling Equipment
Drilling Method	Continuous Flight Auguring, Hollow-Stem Augers, or Wet Rotary as Applicable
Field Testing	Standard Penetration Testing (ASTM D1586), Texas Cone Penetration (TEX-132-E)
Sampling Procedure	Soils: ASTM D1587/1586 Rock: ASTM D4719
Sampling Frequency	At 5-foot Intervals from the surface with SPT sampling to the interpreted soil-bedrock interface (SPT refusal of 50 blows/ \leq 6-inch penetration) and from the top of bedrock at 5-foot interval thereafter with the Texas cone penetrometer testing
Frequency of Groundwater Level Measurements	During and After Drilling, Delayed Water Levels for Duration of Field Work
Boring Backfill Procedures	In accordance with OWRB requirements
Sample Preservation and Transportation Procedure	General Accordance with ASTM D4220

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

Laboratory Testing

Representative soil samples obtained during the field exploration program will be transported to the for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

Table 5: Laboratory Testing General Procedures

Laboratory Test	Applicable ASTM Procedures
Visual Classification	ASTM D2488
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Sieve Analysis including Finer than No. 200 Sieve	ASTM D6913
Rock Compression Strength Test	Not Anticipated
Unconfined Compression Strength	Not applicable
Soluble Sulfate Testing	OHD L-49
pH Test	ASTM G51

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 60 days after the issuance of the geotechnical report and will then be discarded.

Geotechnical Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report will include the following items:

- The exploration data obtained through field and laboratory drilling and testing programs and presented in GINT computer generated boring logs
- A discussion of the data as it relates to the project and a discussion of the subsurface conditions
- Statement of the site geology
- Geotechnical recommendations to support LRFD criteria foundation design for the bridge abutment and pier supports, including load carrying capacity of the bedrock material
- Estimated drivability of steel HP piles
- Comments and recommendations relating to other observed geotechnical conditions which could impact the project

A pdf version of the geotechnical report will be prepared and submitted. If requested, foundation boring log plan sheets can be provided electronically in both a .dgn and .pdf that is transferrable to design plan sheets. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Oklahoma.

TASK 1C – DRAINAGE REPORT

This task includes the work required to compile the preliminary drainage report and 30% design plans for NW 10th Street over Grand Boulevard. Detailed scope items are as follows:

- Submit 30% preliminary drainage report including drainage area maps, runoff calculations, and
- storm inlet and pipe design calculations for City of Oklahoma City review.

- Submit 30% preliminary design plans for City of Oklahoma City review.
- A preliminary Engineer's estimate will be included.
- Attend one (1) design review meeting with the City of Oklahoma City.

TASK 2 – FINAL PLANS

This task includes the work required to prepare design plans for construction of the project described above. The scope includes the preparation and submittal of the final signed and sealed construction plans along with the Engineer's estimate. Design plans will be designed per City of Oklahoma City standards and specifications. The Army Corp of Engineers Section 404 permit application will be required. Detailed scope items are as follows:

- Submit 65% plans to the City of Oklahoma City for review prior to proceeding to 95% design plans.
- An updated drainage report will be submitted to the City of Oklahoma City at the 65%, 95%, and final design milestones that will incorporate review comments from the prior submittal.
- Construction plans will be designed to current City of Oklahoma City standards and specifications.
- Prepare final plans, specifications, and Engineer's estimate.
- Attend two (2) design review meetings with the City of Oklahoma City.
- Assist the City with the utility coordination for public and private utilities in conflict with the project improvements.
- Fill out and submit the required 404 permit for submittal to the Army Corp of Engineers.
- Design of permanent and temporary traffic control signing and striping in order to keep the roadway open to traffic during construction.
- Anticipated plan sheets for the bridge replacements will include the following sheets:
 - Title
 - Typical Sections
 - General Notes
 - Summary of Pay Quantities and Notes (Bridge, Roadway, Traffic & Lighting)
 - General Plan and Elevation
 - Subsurface Profile Sheets
 - Substructure Staking Diagram
 - Abutment Details
 - Pier Details
 - Superstructure Details
 - Approach Slab Details
 - Slope Wall Details
 - Erosion Control Plan
 - Plan and Profile
 - Sequence of Construction
 - Removal Details
 - Signing and Striping
 - Lighting Layout Plan
 - Cross Sections

TASK 3 – BIDDING SERVICES

This task includes the work required to perform the bidding services assistance for one construction contract for BC-0230. Detailed scope items are as follows:

- Attend and assist with one (1) bid opening meeting
- Prepare .CSV file for electronic bidding
- Answer contractor questions and issue clarifications as needed
- Review bids and provide recommendation of contractor

TASK 4 – CONSTRUCTION ADMINISTRATION

This task includes the work required to perform the construction administration for one construction contract for BC-0230. Detailed scope items are as follows:

- Attend a pre-construction meeting with the successful contractor.
- Conduct monthly construction progress meetings. Number of construction meetings has been based on a construction duration of 420 days.
- Review contractor's submittals.
- Address RFI's, amendments, and change orders.
- Review and recommend approval for payment of contractor's claims.
- Attend final walk-through meeting with the contractor and City of Oklahoma City.

TASK 5 – AS-BUILT DRAWINGS

This task includes the work required to obtain field changes to the plans and specifications as well as incorporate changes reflected in the City of Oklahoma City and contractor-supplied red-line mark-ups into the project drawings. They will be submitted as As-Built plans.

ITEMS EXCLUDED FROM THE SCOPE OF WORK

- Topographic Survey
- Legal descriptions or exhibits for required permanent or temporary easements
- Right-of-Way Acquisition
- Design of any public or private utility
- Construction or right-of-way staking
- Design of retaining structures of any kind
- Design of non-standard drainage structures
- Details of bridge aesthetics and design of special components or structures required for aesthetics
- Special provisions associated with aesthetics
- Creation of project specific special provisions.
- Public Meeting

PROJECT SCHEDULE

30% Preliminary Plan Submittal – 120 days following NTP and completion of survey

65% Plan Submittal – 90 days following receipt of City's comments and completion of plan review meeting

95% Plan Submittal – 180 days following receipt of City's comments and completion of plan review meeting

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Final Plan Submittal – 30 days following receipt of City’s comments and completion of plan review meeting

VIII. Amend **EXHIBIT B – COMPENSATION** to read as follows:

**EXHIBIT B
COMPENSATION
PROJECT NO. BC-0230
BRIDGE REHABILITATION**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The Trust and the City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,036,124 (an increase of \$852,174) which includes: for Basic Services an amount not to exceed \$1,005,660 (an increase of \$847,674), which is specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$30,464 (an increase of \$4,500) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,005,660 (an increase of \$847,674), 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:
\$279,243 (an increase of \$229,158)*

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

*Fee breakdown for Task 1 – Preliminary Report Services subtasks are as follows:

Task 1A – Environmental Study	\$ 25,000
Task 1B – Geotechnical Investigation	\$ 51,248
Task 1C – Drainage Report	\$152,910

Task 2 an additional amount not to exceed:
\$533,050 (an increase of \$463,450)

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

Task 3 an additional amount not to exceed:

\$22,164 (an increase of \$14,880)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$149,389 (an increase of \$121,292)

Upon completion and final acceptance by the Trust and 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:
\$21,814 (an increase of \$18,894)

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

IX. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. BC-0230
BRIDGE REHABILITATION

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 City'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 engineering and testing laboratories that have annual on-call contracts with the City.
7. Provide services after issuance of City approved final certificate of payment to the contractor.
8. Provide part-time or full-time Project representative services.
9. Produce miscellaneous presentation materials beyond Basic Services requirements.
10. 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.
11. Provide staking of right-of-way for right-of-way acquisition purposes.
\$2,500 One-time Lump Sum
12. Prepare documents required for right-of-way/easement acquisitions.
\$500 per parcel
13. Provide right-of-way/easement acquisition services.
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
15. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each) \$4,500 (an increase of \$4,500) – **added by Amendment No. 1**

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$30,464 (an increase of \$4,500). 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.

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- X. Addition of **EXHIBIT F – REQUIRED FEDERAL PROVISIONS – ARPA FUNDS** to read as follows:

EXHIBIT F
REQUIRED FEDERAL PROVISIONS – ARPA FUNDS
PROJECT NO. BC-0230
BRIDGE REHABILITATION

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, Doug Glenn of CEC Corporation (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.

DocuSigned by:

 F0759988217C40F

Signature of Engineer's Authorized Official

Doug Glenn

President

8/17/2022 | 12:56 PM CDT

Name and Title of Engineer's Authorized Official

Date

[Remainder of this page intentionally left blank]

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

IN WITNESS WHEREOF, this Amendment and Assignment was executed and approved by the Engineer this 17th day of August, 20 22.

CEC CORPORATION

DocuSigned by:

 F675998247C40F...
 President

ATTEST:

STATE OF oklahoma)

COUNTY OF oklahoma) SS

This instrument was acknowledged before me on this 17th day August, 20 22, by Doug Glenn, as President of CEC Corporation.

My Commission Expires/My Commission Number:



August 19, 2023 / 15007649

Amber D. Steuf
 Notary Public

IN WITNESS WHEREOF, this Amendment and Assignment was approved and executed by The Oklahoma City Municipal Facilities Authority this 27th day of September, 20 22.

THE OKLAHOMA CITY MUNICIPAL FACILITIES AUTHORITY

ATTEST:

Amy K. Simpson
 Secretary



David Holt
 Chairman

IN WITNESS WHEREOF, this Amendment and assignment was approved and executed by
The City of Oklahoma City this 27th day of September, 20 22.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt

Mayor

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

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

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

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED CEC Corporation 4555 W. Memorial Road Oklahoma City OK 73142	INSURER A: Travelers Property Casualty Co of Amer	
	INSURER B: Phoenix Insurance Company	
	INSURER C: Travelers Casualty and Surety Co of Amer	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER: 69580654

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6803P266420 No Deductible	11/1/2021	11/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA1R437471 No Deductible	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP3P266874 No Deductible	11/1/2021	11/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	<input checked="" type="checkbox"/>	UB3P256309 No Deductible	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		<input checked="" type="checkbox"/>	107269615	6/8/2022	6/8/2023	Per Claim/Aggregate \$5,000,000 Ded - Per Claim/Aggr \$25,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. The City of Oklahoma City and its beneficiary Trusts are named additional insured on the general, auto, and umbrella liability coverage as required by written contract.

Professional Liability Deductible: \$25,000

RE: Project: The City of Oklahoma City Project No. BC-0230 Bridge Rehabilitation

CERTIFICATE HOLDER

The City of Oklahoma City
& its participating public trusts
Dept. of Public Works
420 W. Main Street, 7th Floor
Oklahoma City OK 73102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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