

**CITY OF MIDWEST CITY**  
**AND THE MIDWEST CITY MUNICIPAL AUTHORITY**

**REQUEST FOR PROPOSAL**

**Comprehensive Stormwater Master Plan**



**City of Midwest City and its Trusts/Authorities**

**Matthew Dukes – Mayor, Trust/Authority Chair**

**City Council Members – Trust/Authority Members**

**Ward 1 – Susan Eads**

**Ward 4 – Marc Thompson**

**Ward 2 – Pat Byrne**

**Ward 5 – Sara Bana**

**Ward 3 – Rita Maxwell**

**Ward 6 – Rick Favors**

**City Staff**

**Tim Lyon**  
**City Manager/General Manager**

**Vaughn Sullivan**  
**Assistant City Manager**

**Sara Hancock**  
**City Clerk/Secretary**

**Donald D. Maisch**  
**City Attorney**

**CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL AUTHORITY  
REQUEST FOR PROPOSAL  
COMPREHENSIVE STORMWATER MASTER PLAN**

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**CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL AUTHORITY**  
**REQUEST FOR PROPOSAL**  
**COMPREHENSIVE STORMWATER MASTER PLAN**

Notice is hereby given that the City of Midwest City and the Midwest City Municipal Authority are requesting parties with extensive experience in stormwater management, flood resiliency, and master planning to submit their proposals for developing an ARPA funded citywide Stormwater Master Plan for the City of Midwest City, OK.


Attached is a copy of the Request for Proposals (RFP) for Professional Engineering and Related Services. Proposals will be accepted in the office of the City Clerk, Midwest City Municipal Center, 100 N. Midwest Blvd., Midwest City, Oklahoma, until **2:00 p.m. local time May 28, 2024**, (“deadline”). Any proposals received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the deadline, as well as proposals received after 2:00 p.m. on the above date will be returned unopened.

Proposals shall be made in accordance with the requirements of the proposal packet, all of which are on file and available for public examination at the Office of the City Clerk in the Midwest City Municipal Center.

The envelope must bear a legible notation thereon stating that it is a proposal statement for the project proposed. The proposals shall be filed with the City Clerk in the City Clerk’s office. All proposals shall be typewritten.

Any correspondence, questions, or requests for copies of the Request for Proposal must be directed to Carrie J. Evenson, Ph.D., P.E., CFM, Assistant Public Works Director, City of Midwest City, Public Works Department; 8730 SE 15<sup>th</sup> Street, Midwest City, OK 73110, (405) 739-1062.

The specifications are complete as written. No oral representations made by any agent or employee of the City or its affiliate agencies shall be of any force or effect unless reduced to writing and submitted to all prospective proposers at least 24 hours in advance of the proposal deadline.

  
\_\_\_\_\_  
Sara Hancock, Secretary  
Midwest City Municipal Authority

**MIDWEST CITY MUNICIPAL AUTHORITY**  
**REQUEST FOR PROPOSAL**  
**COMPREHENSIVE STORMWATER MASTER PLAN**

**I. Introduction**

The City of Midwest City, a municipal corporation (hereinafter referred to as “City”), and the Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (herein “Authority”), is currently requesting proposals from qualified firms for a comprehensive, citywide stormwater master plan for the City of Midwest City, Oklahoma. Responses should be submitted based on the information and guidelines provided in this Request for Proposals (RFP).

All proposals must comply with all applicable federal, state, or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

**II. Project Background and Description**

The City of Midwest City was established in 1942 and has a population of approximately 58,409 as of the 2020 census. It is located in Oklahoma County and a part of the Oklahoma City metropolitan area. The City's economic base is heavily dependent upon governmental agencies, including Tinker Air Force Base. Other large employers include the Midwest Regional Medical Center and aerospace industry businesses affiliated with the base. The City encompasses approximately 24.41 square miles and is bounded on the north by the City of Oklahoma City and the City of Spencer, south by Tinker Air Force Base, the west by the City of Del City, and the east by the City of Choctaw. Midwest City serves as the economic trade center for eastern Oklahoma County and is conveniently close to metropolitan area amenities.

Stormwater in Midwest City primarily drains to the north into the North Canadian River via Crutch Creek, Kuhlman Creek, Soldier Creek, Silver Creek, and Choctaw Creek. The City has approximately 81 miles of stormwater pipes, 19 miles of improved channels, 115 miles of unimproved channels, 2,570 inlets, and 1,015 manholes. The City has a mix of streets with curb and gutter and streets with ditches.

The Public Works Department currently has two divisions responsible for various aspects of the stormwater management program. The Drainage Maintenance group, part of the Streets, Parks, Facilities, and Drainage Maintenance Division, consists of 3 FTEs and is responsible for maintenance and operation of the stormwater infrastructure citywide. The Stormwater Quality Division consists of 4 FTEs and is responsible for all aspects of the Phase II municipal separate storm sewer system (MS4) program, which includes operation of an award-winning Household Hazardous Waste Collection facility.

On November 7, 2005, the City obtained its first Phase II MS4 permit from the Oklahoma Department of Environmental Quality under the Phase II MS4 General Permit, OKR04, Authorization No. OKR040011. General Permit OKR04 has been reauthorized two additional times since 2005; once in 2015, and again in 2021. As part of the third reauthorization of OKR04,

additional permit requirements were included, and the City became a Category 3 small MS4. The SWMP process should be consistent with any water quality or permit compliance requirements outlined in the Phase II MS4 General Permit, OKR04, and any related documents.

The City currently assesses both a drainage fee and a stormwater fee monthly. The drainage fee was established in 1997 to fund capital improvements and general operational expenses associated with the City’s drainage system. The stormwater fee was established in 2002 to fund the administration, operation, construction and improvement of the stormwater drainage system as well as compliance with applicable local, state and federal regulations including, but not limited to, the Phase II MS4 General Permit, OKR04. The City also has a 0.4015% Capital Improvement Sales Tax, which is estimated to bring in approximately \$4.5 million per year and 80% of which can be used in part for funding stormwater-related projects.

This is the City’s first effort to develop a comprehensive, citywide Stormwater Master Plan (SWMP). The goal is that the SWMP will be a proactive approach to determining needs, costs, and priorities associated with current and projected stormwater quantity and quality issues throughout the city, including condition assessment, development of drainage models, CIP planning, and financial and asset planning.

The City and Authority seek proposals from qualified firms to provide engineering and planning services for the development of a comprehensive, citywide Stormwater Master Plan.

The City and Authority intend to select one (1) firm to provide professional services for this project. It is anticipated that the City and Authority and the selected firm will discuss and define a detailed scope of work and negotiate a contract for the project.

### **III. Project Posting and Scheduling**

This RFP will be formally announced in the legal notices published in the April 24, 2024 edition of the Journal Record and is posted on the City’s website on behalf of the City and Authority at the following address: <https://www.MidwestCityOK.org>. Respondents wishing to propose in response to this RFP must obtain this document from our website. Because anyone can download the RFP, the City and Authority have no method for tracking the distribution, are not able to maintain a list of potential Respondents and/or proposers and cannot provide individual notification of amendments or addenda to this RFP.

The City and Authority will therefore post any addenda to the RFP on the above-mentioned website. All Respondents shall refer to the website to verify all addenda that have been issued and that they have acknowledged all such addenda in their proposal.

<b>Estimated Timeline</b>	
RFP Issued	April 29, 2024
Advertise	April 29 and May 6, 2024
Proposals Due	May 28, 2024 at 2:00 PM CST
Proposer Interview/Selection	Week of June 3, 2024
Approval of Contract	Week of June 25, 2024

#### **IV. Project Scope**

The Respondent shall provide a full range of professional services in order to develop a comprehensive, citywide Stormwater Master Plan (SWMP). Respondent represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Respondent will comply with the regulations, laws, ordinances, and requirements of all governmental impact applicable to assigned project.

The City will be adopting the SWMP and use it as the guide to establish policies, funding levels, identify capital improvement projects, and allocate resources to operations and maintenance, including staffing levels. The SWMP needs to explore, identify, and provide recommendations on issues related to drainage, flooding, and OPDES Permit compliance. The Respondent shall research and collect all data necessary to complete the SWMP. The Respondent is encouraged to propose modifications to the individual tasks listed below or the entire scope of services if the Respondent can demonstrate innovative, advanced, and well-thought-out methodologies to produce a cost-efficient SWMP that the City may not have specifically identified in the scope of services. These proposed additions shall be identified as optional items and priced out separately.

The SWMP, at a minimum, will include flow monitoring, condition assessment, hydrologic and hydraulic modeling, model calibration, green infrastructure considerations, watershed storage, peak flow attenuation, and development of a 20-year CIP to address these needs. A financial analysis plan is also required in order to determine and justify funding strategies, operation & maintenance needs, and projected staffing.

To ensure the project remains on track, the Respondent shall provide a monthly progress report, which shall include a brief status of completed work, work anticipated to be completed in the next reporting period, problems or obstacles identified during the reporting period, and any issues. The Respondent shall meet with City staff on a bi-weekly basis.

Scope of services include, but is not limited to the following:

- Develop and refine the City's inventory of drainage infrastructure
- Assess the condition of the system
- Define the system's capacity
- Identify specific necessary improvements to mitigate deficiencies and meet water quality objectives
- Create best management practices that support the sustainability of system components, maximize cost efficiencies and reduce long-term liabilities

The City intends to use this study to establish and prioritize storm drainage capital improvement projects, identify permitting requirements, and develop improved maintenance and management practices and standards that address stormwater quantity and quality issues consistent with the City's OPDES stormwater discharge permit and other associated stormwater management guidelines and regulations. The planning period for this master plan is 20 years. The final deliverable will be a comprehensive report that describes the efforts and outcomes of the tasks below.

1. Project Management:

- a. Project administration
  - i. Respondent shall select a Project Manager to direct, coordinate and monitor the activities of the project with respect to budget, schedule and contractual obligations. The Project Manager will work closely with City staff and other stakeholders as necessary. This task includes coordination of meetings with staff, City Manager's Office, and Council as well as preparation of any necessary support material.
- b. Coordination meetings
  - i. Respondent shall set up a schedule for virtual and/or in-person meetings between the Project Team and City personnel as needed to review project progress, discuss project challenges and findings, and review early study results.
- c. Kick-off meeting
  - i. Respondent shall initiate the project kickoff meeting and shall prepare an agenda, invite necessary attendees, collect data, and discuss the schedule of the project. The meeting will be to develop project goals, vision, objectives and criteria after the contract is awarded. At this meeting, additional project stakeholders and outreach methods will be determined.
- d. Quality Assurance and Quality Control Review
  - i. Respondent shall conduct internal Quality Assurance and Quality Control meetings and follow-up with technical experts as necessary during the course of the project.

2. Data Collection and Evaluation:

- a. Respondent shall research and summarize the existing stormwater management system in the City.
- b. Respondent shall review current Level of Service (LOS) of existing stormwater system for stormwater quantity, water quality and flood risk, inclusive of historical flash flood events in the City for at a minimum the past 10 years.
- c. Respondent shall research existing data, design criteria, permits, policies, regulations available.
- d. Respondent shall review current ordinances, guidelines, and requirements in order to identify barriers to low impact development (LID)/green stormwater infrastructure (GSI). Street and parking lot design guidelines must be included in this review and assessment.
- e. Respondent shall gather and evaluate available existing mapping, studies, models, reports, and other stormwater related data as required.
- f. Respondent shall perform necessary investigation and field work, including surveying where needed, to correct existing data or obtain missing data.
- g. Respondent shall evaluate existing systems and infrastructure in the City and identify areas and facilities such as roadways and emergency facilities at risk of flooding and recommend design criteria changes as warranted to mitigate said risk.
- h. Respondent shall update City's existing Geographic Information System (GIS) database map in order to develop a comprehensive inventory of existing stormwater assets, including but not limited to main stormwater facilities and infrastructure identified through investigation and fieldwork, topography, existing roadways, and jurisdictional boundaries.

3. Design Standards:

- a. The Respondent shall comprehensively review the existing drainage standards and recommend improvements and additions as needed. Specifically, the Respondent shall review the criteria used to design drainage improvements (e.g., design storm interval, method of runoff computation, minimum pipe size, pipeline materials, etc.) in order to develop a complete and comprehensive Stormwater Design Manual that is a user-friendly guidance document for stakeholders and includes both drainage and GSI design standards and specifications. After review and approval by the City, the updated document shall be accepted by the City as a standard for future projects.

4. Condition Assessment:

- a. The City has not completed a comprehensive evaluation of its storm drainage system assets, including green infrastructure. The condition of these assets remains largely incomplete. The Respondent shall review existing work orders and replacement/rehabilitation work completed to date. Using available information, the Respondent shall develop an approach and set of criteria to evaluate the condition of the City's stormwater infrastructure and develop a list of assets recommended for inspection. Once approved by the City, Respondent shall be responsible for implementing and managing the condition assessment effort. A report on the system's condition will inform other project tasks and shall be included in the final deliverable.
- b. Respondent shall develop a technical memorandum documenting the methods and findings of this effort and compile it into a comprehensive report to be included in the final SWMP. Development of a plan of rehabilitation projects for existing stormwater infrastructure, facilities, and components is to be included in the Capital Improvement Projects Plan (CIP).

5. Hydrologic and Hydraulic Modeling Evaluation:

- a. Respondent shall assess overall topography, soil characteristics, flow patterns and delineate primary watersheds, sub basins and detention/ retention areas.
- b. Respondent shall identify and prioritize problem areas and develop effective alternatives needed to handle water quality/quantity problems as well as stormwater system capacity issues.
- c. Respondent shall develop an "Existing Conditions Model" utilizing and evaluating scenarios for at least three (3) design storm events to be determined in consultation with the City, to include and shall not be limited to time intervals, projections and different storm events and flood predictions. Complete stormwater runoff and flood routing hydraulic analysis to identify existing system deficiencies.
- d. Respondent shall develop a stormwater model for analysis of system capacity needs for existing and future development and expansion for the next 15 years. This model must be validated to reflect existing and future conditions and should evaluate the same design storm events outlined in 5(c) above and future projections for growth and resiliency.
  - i. The model shall consist of a comprehensive basin by basin analysis of the existing and proposed stormwater systems, and how they react to different boundary conditions, including future projected climatological conditions and historical flash flood events over the last 10 years to analyze and



recommend improvements related to the system capacity and level of service.

- e. Respondent shall evaluate flood control LOS, vulnerability, resiliency, and potential risk associated with future projected climatological conditions.
  - f. Respondent shall develop a city-wide stormwater hydraulic/hydrological model from publicly available platforms (for free or purchase), and the rights to the model provided to the City to ensure that the model may be used for future City use and modifications.
6. Capital Improvement Project (CIP) Recommendations and Stormwater Master Plan Development
- a. Respondent shall provide recommendations for new and upgraded stormwater infrastructure throughout the City.
  - b. Respondent shall provide recommendations to improve the resiliency of existing and future stormwater infrastructure and facilities.
  - c. Respondent shall provide recommendations to address water quality and environmental issues in accordance with the requirements of the Clean Water Act, National Pollution Discharge Elimination System Permits, ODEQ regulations, and any additional applicable regulatory requirements.
  - d. Respondent shall provide recommendations for maintenance and safety procedures, where applicable.
  - e. Respondent shall identify Capital Improvement Projects (CIP) needs based on a fifteen (15) year time frame and recommend projects based on five (5) year increments. Include cost estimates for engineering, construction, contingency, operation and maintenance, scheduling, and priority ranking. Prioritized list of CIP projects shall provide justification for the areas of highest concern and be ranked based on cost benefit analysis and its impact on LOS, risk of flooding, resiliency, water quality and public support.
  - f. Respondent shall review the City's land development codes, ordinances, comprehensive plan and policies on stormwater management design requirements, building reviews and inspections. Review the City's, Phase II MS4 Permit and program elements. Recommendations for changes or modifications should be developed for consideration for stormwater projects and programs over the next fifteen (15) years and include GSI design standards/approaches where feasible.
  - g. Respondent shall evaluate and provide recommendations for funding options including grants, loans, and/or public-private partnerships to fund future CIP.
7. Development of Maintenance and Inspection Plan
- a. Respondent shall meet with appropriate City staff to document and review existing maintenance operations, including fieldwork and asset management systems. After reviewing existing practices, Respondent shall prepare documentation describing recommended maintenance practices. The plan shall provide programmatic recommendations to the City to inspect and manage its storm drainage infrastructure and plan for future system maintenance. The document shall also guide adequate staffing, equipment, and vehicles. Recommendations for maintenance shall include all drainage/GSI assets maintained by the City (pipes, inlets, manholes, open channels, pumps, bio-retention devices, trash capture devices, etc.). The recommendations shall include a schedule for future inlet

inspections, video inspection of pipelines, and appropriate annual funding levels for a storm drain system replacement/rehabilitation program for repairs that fall within the City's capabilities. Development of an annual work plan, or similar, is desired. Further, the recommendations shall consider the City's existing asset management systems and policies and suggest any modifications to those systems necessary to accommodate any changes in practices.

- b. Respondent shall prepare a technical memorandum describing best practices for the operation, maintenance, and inspection of the City's drainage assets. The document shall include recommendations for the frequency at which practices and procedures should be reviewed and updated.
8. On-call Storm Drainage Engineering and Support
    - a. The firm selected may be invited to be the City's on-call drainage consultant for a period of up to three (3) years for the purposes of master plan updates, rate setting updates, revision of storm drainage design guidelines and standard details, land development review, storm drainage project planning and/or design, and other storm drainage related tasks as assigned.

## **V. Proposal Content and Information**

Proposal should be typed, organized and concise yet comprehensive. Interested firms must, at a minimum, provide the following information:

1. Transmittal Information
  - a. Firm's name, address, telephone number, and lead contact person
2. References/Experience
  - a. Provide a brief description of the firm.
  - b. Describe the firm's qualifications and experience with this type of work.
  - c. Provide examples and reference contact information for previous projects of similar size and scope successfully completed by the proposing firm or individual within the last five years.
3. Qualifications/Experience of Key Personnel
  - a. Describe the qualifications and experience of key personnel who will be assigned to this project. This includes personnel to perform management of the project and individuals that will have the most contact with City/Authority staff during this project as well as any proposed subcontractors.
  - b. Include resumes of key personnel.
4. Project Approach and Timeline
  - a. Describe how the work will be accomplished, including a specific description or list of any exceptional, value-added features or capabilities beneficial to the City/Authority that the proposal brings to the project.
  - b. Provide a proposed work plan which includes a detailed outline of the time commitment for each phase of the scope of work broken down by tasks, milestones, and duration.

Respondent must submit an original of their proposal with original signature. Due to time limitations of the Selection Committee members, proposals should be limited to no more than twenty-five (25) pages. Additional supplemental information may be submitted, under separate cover, in order to aid in firm selection. This information may include descriptions of similar municipal projects, project references, and an example of a project previously completed at another municipality that is similar in size and scope to the work described above.

## **VI. Evaluation Criteria**

A sample proposal evaluation form is attached for your information (Appendix A).

City and Authority staff will consider the following in evaluating the proposals:

1. Previous project performance on similar projects.
2. Quality and content of the written proposal.
3. Experience and technical competence of the team assigned to the project.
4. Proposed project approach, including an assessment of the Respondent's ability to satisfactorily perform the work.
5. Willingness to accept the terms and conditions of the City and Authority's "Agreement for Professional Services" (minor modification may be permitted) attached as Appendix B.

## **VII. Evaluation Process**

A Selection Committee of at least three members comprised of City and Authority staff will be appointed to evaluate the proposals received. All written proposals received by the deadline will be reviewed by the Selection Committee. Each Selection Committee member will independently evaluate each proposal in accordance with the criteria stated in the Evaluation Criteria section of this RFP.

City and Authority staff will determine the most qualified Proposer based on the evaluation criteria listed using predetermined weights and the responsiveness of the proposal. A subsequent round of interviews may be used to evaluate finalists.

If the Selection Committee decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the RFP response. Topics covered in the interview session shall include the topics listed in the Evaluation Criteria section plus any additional, relevant topics which may arise during both the formal presentation and the question-and-answer portions of the interview. If interviews are conducted and your firm is selected for an interview, you will be contacted by City and Authority staff for next steps.

At any point during the evaluation process, the Selection Committee is permitted to seek clarification of any Proposal. The City and Authority retain the right to accept any Proposal that is deemed to best fit the needs of the City and Authority or no Proposal.

The Selection Committee will review, evaluate, and score written Proposals and interview candidates, as needed, to make the final selection. All information provided by the Proposer, including the written submittal, work product samples, and interview will be evaluated. The successful Proposer will demonstrate outstanding competence and experience relating to the criteria, convincing the Committee that the proposed team is the best one for this Project. Selection

will be based on qualifications, not price, as required by the American Rescue Plan Act and 2 CFR Part 200:317-327.

The recommendation of the Selection Committee will be taken to the City Manager/General Manager for a final determination.

The City and Authority reserve the right to reject any and all proposals submitted and/or request additional information for clarification.

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the Authority.

Any modifications to this solicitation will be issued by the City and Authority as a written addendum.

The City and Authority will not consider proposals received after the specified time and date. An amendment is considered a new proposal and will not be accepted after the specified time and date.

This RFP does not commit the City or Authority to award a contract or pay any costs associated with the preparation of a proposal. The City and Authority reserve the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the City and Authority.

Questions concerning this proposal should be directed to Carrie J. Evenson, Ph.D., PE, CFM, Assistant Director of Public Works at (405) 739-1062 or via electronic mail at: [cevenson@MidwestCityOK.org](mailto:cevenson@MidwestCityOK.org).

## **VIII. Responsibilities of the City and Authority**

The City and Authority will pay an agreed upon amount normally within thirty (30) days after receipt of an invoice(s). The City and Authority will not be able to provide dedicated workspace facilities, i.e. office space.

## **IX. Insurance Requirements**

Prior to execution of the agreement with the City and Authority, the successful firm must provide evidence of insurance coverages as noted in the sample contract. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

## **X. Requested Submittal**

Respondent must submit an original copy of their proposal with original signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "RFP for Comprehensive Stormwater Master Plan" and delivered on or before 2:00 PM CST on May 23, 2024 to:

City Clerk, Midwest City Municipal Center  
100 N. Midwest Blvd, Midwest City, OK 73110

Late, emailed or facsimile proposals will not be accepted. It is the Respondent's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

**APPENDIX A**  
**SAMPLE PROPOSAL EVALUATION FORM**

<b>DATE:</b>	
<b>EVALUATOR:</b>	
<b>FIRM:</b>	
<b>PROJECT:</b>	Comprehensive Stormwater Master Plan

**1. PREVIOUS PROJECT EXPERIENCE**

**UP TO 20 POINTS**

Experience of Respondent's team in developing Stormwater Master Plans, other similar master plans, conceptual and preliminary design, project phasing, cost estimating, and other required documents.

Total Points: \_\_\_\_\_

**2. QUALIFICATIONS OF PERSONNEL**

**UP TO 15 POINTS**

Capabilities of the Respondent's team to meet the Scope of Work. Prior project related experiences, educational, and professional record, work products, and training of the proposed team members.

Total Points: \_\_\_\_\_

**3. PROJECT UNDERSTANDING**

**UP TO 20 POINTS**

Overall clarity and thoroughness of Proposal reflecting a clear understanding of Project goals, requirements, and Scope of Work.

Total Points: \_\_\_\_\_

**4. PROJECT APPROACH**

**UP TO 40 POINTS**

Quality, detail, and creativity of Proposal in addressing tasks identified in the Scope of Work for completing a Stormwater Master Plan. Commitment to timely Project schedule.

Total Points: \_\_\_\_\_

**5. REFERENCES**

**UP TO 5 POINTS**

Proposal lists appropriate contact and project information, and references provide positive feedback.

Total Points: \_\_\_\_\_

**APPENDIX B**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**(Service Provider Name)**

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**And**

**CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among the City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and the Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**City and Authority**”), and (SERVICE PROVIDER NAME), (hereinafter referred to as “**Service Provider**”) (**City, Authority, and Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, City and Authority** are in need of the following professional services to develop an ARPA-funded citywide Stormwater Master Plan; and

**WHEREAS, Service Provider** is in the business of providing professional services that are needed by the **City and Authority**; and

**WHEREAS, the City and Authority** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City and Authority** the requested professional services; and

**WHEREAS, City and Authority** hereby retain **Service Provider** to provide professional services as an independent contractor; and

**WHEREAS, Service Provider** agrees to provide the **City and Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City and Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

**NOW, THEREFORE,** for and in consideration of the above premises and mutual covenants as set forth herein, the **City and Authority, and Service Provider** hereby agree as follows:



**PROFESSIONAL SERVICES AGREEMENT**

**between**

**(Service Provider Name)**

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**And**

**CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY**

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**1. Services, Products, Solutions and Deliverables**

Subject to the terms and conditions of this Agreement, the **City and Authority** retain the Service Provider as an independent contractor, to provide **City and Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City and Authority** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City and Authority** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City and Authority** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City and Authority** and, upon approval of the invoice, the **City and Authority** will pay the invoice. Upon completion of each Project and provision to the **City and Authority** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City and Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City and Authority**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City and Authority** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed

# PROFESSIONAL SERVICES AGREEMENT

between

(Service Provider Name)

---

And

CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY

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in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“Service Provider’s Team”),
- Attachment “D” (“Insurance”).

## 2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City and Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City and Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**(Service Provider Name)**

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**And**

**CITY OF MIDWEST CITY And MIDWEST CITY MUNICIPAL AUTHORITY**

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**Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City and Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City and Authority**.

**3. CONSIDERATION**

A. The **City and Authority** shall pay the **Service Provider** compensation after completion of Projects or Deliverables as specified in Attachment “B” (“**Schedule of Fees / Rate Card**”).

B. The **City and Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City and Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

**PROFESSIONAL SERVICES AGREEMENT**

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2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City and Authority** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **City and City and Authority** are not employees of the **City and Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City and Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **City and Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City and Authority** or its employees.

**5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City and Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City and Authority**.

1. Upon receipt of a notice of termination for *convenience* from the **City and Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

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2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City and Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City and Authority**, the **City and Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City and Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City and Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City and Authority** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City and Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City and Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

**PROFESSIONAL SERVICES AGREEMENT**

**between**

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C. Upon notice to **Service Provider**, the **City and Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City and Authority** issues a stop work order to **Service Provider**, the **City and Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City and Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City and Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City and Authority**, without cause and without cost to the **City and Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

**D. Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City and Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City and Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City and Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **City and Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City and Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

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between

**(Service Provider Name)**

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And

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**6. WARRANTIES**

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider’s Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City and Authority’s** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City and Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City and Authority** shall be entitled to recover, should the **City and Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City and Authority**. Should the **Service Provider** fail to reimburse the **City and Authority** within thirty (30) calendar days of demand, the **City and Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be

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waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

**7. INSURANCE**

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City and Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City and Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City and Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City and Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance



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or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City and Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City and Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

**8. INDEMNIFICATION**

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City and Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City and Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City and Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City and Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

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B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

**9. CONFIDENTIALITY**

**Service Provider** acknowledges that in the course of training and providing other services to the **City and Authority**, the **City and Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City and Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City and Authority**, shall disclose to any person, other than to the **City and Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

**10. NOTICES**

A. Notices and other communications to the **City and Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

City of Midwest City,  
City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

AND

Midwest City Municipal Authority,  
Secretary for the Authority  
100 N. Midwest Boulevard  
Midwest City, OK 73110

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respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

\_\_\_\_\_ (Contact Person name for Service Provider)

\_\_\_\_\_ (Name of Service Provider)

\_\_\_\_\_ (street or mailing address for service provider)

\_\_\_\_\_ (City, State and zip code for service provider)

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**11. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City and Authority**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**12. ASSIGNMENT AND SUBLEASE**

**Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City and Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City and Authority**. The **City and Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City and Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance,

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liabilities, and obligations under this **Agreement**. **City and Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

**13. COMPLETE AGREEMENT AND AMENDMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**14. TIME OF ESSENCE**

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

**15. MULTIPLE ORIGINALS**

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

**16. ANTI-COLLUSION**

**Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City and Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City and Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

**17. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein

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contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City and Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

**18. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City and Authority**, and none of the provisions hereof are intended to benefit any third parties.

**19. VENUE AND CHOICE OF LAW**

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

**20. DISPUTE RESOLUTION**

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

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- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

**21. VALIDITY**

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

**22. NO WAIVER**

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

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**(Service Provider Name)**

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**23. NO EXTRA WORK**

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City and Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City and Authority** through a purchase order.

**24. AMENDMENT**

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City and Authority** hereby delegates to the City and Authority Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

**25. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by the **City and Authority** as the last party hereto.

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**(Service Provider Name)**

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

**Service Provider:** \_\_\_\_\_ (Name of Service Provider)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**between**

**(Service Provider Name)**

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**APPROVED** by the Trustees and **SIGNED** by the Chairman for the Midwest City Municipal City and Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF MIDWEST CITY**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
SARA HANCOCK, CITY CLERK

**MIDWEST CITY MUNICIPAL AUTHORITY**

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
SARA HANCOCK, SECRETARY

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, CITY ATTORNEY