

PROFESSIONAL SERVICES AGREEMENT
between
Freese and Nichols, Inc.
And
THE CITY OF MIDWEST CITY

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 Freese and Nichols, Inc., (hereinafter referred to as “**Service Provider**”) (**City**, 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 is in need of the following professional services for: Assessment of the Current Sanitary Sewer System and Lift Station Infrastructure and Projection of Future Capacity Needs - Phase I; and

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

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

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

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

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

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

Subject to the terms and conditions of this **Agreement**, the **City** retains the **Service Provider** as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products,

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solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** 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** 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, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** 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**. 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 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 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

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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’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, 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 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**.

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**.

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3. CONSIDERATION

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

B. The **City** 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** 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.

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** 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** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

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** are not eligible to

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participate in any health, welfare or retirement benefit programs provided by the **City** 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** 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**.

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

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** 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**, the **City** 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**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services,

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performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** 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** 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** 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** 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**.

C. Upon notice to **Service Provider**, the **City** 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** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** 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**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all

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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** 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** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

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

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'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**. If the **Services Provider** cannot perform the work, services, and activities or provide

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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** shall be entitled to recover, should the **City** 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**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** 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 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** 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** 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** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and

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maintain substantially the same coverage as required of **Service Provider** including the **City** 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 or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** 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** 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**.

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8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** 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 negligent performance of **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** 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**, 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** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**. For professional liability claims, Service Provider shall reimburse City for all reasonable costs of their defense in the same proportion Service Provide is found liable.

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. BONDS

Service Provider shall provide all bonds required by the RFP/Bid. All Performance Bonds shall be on forms provided by the **City**. The **City** shall be the beneficiary of the Performance Bond. The Performance Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

10. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** 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's**

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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**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

11. NOTICES

A. Notices and other communications to the **City** 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:

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

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:

Clay Herndon

Freese and Nichols, Inc.

3600 NW 138th Street, Suite 202

Oklahoma City, Oklahoma 73134

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.

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12. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, 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.

13. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. 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**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** 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.

14. 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.

15. TIME OF ESSENCE

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

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16. MULTIPLE ORIGINALS

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

17. 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** 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**, either directly or indirectly, in procuring and execution of this **Agreement**.

18. 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 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** 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.

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19. 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 none of the provisions hereof are intended to benefit any third parties.

20. 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.

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.

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** unless such services, work,

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product, solution, or deliverable is first requested and approved in writing by the **City** 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** hereby delegates to the City 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** as the last party hereto.

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

Service Provider: _____ Freese and Nichols, Inc. _____

By: _____ *Mazen H. Kawasmi* _____

Name: _____ Mazen H. Kawasmi, PE _____

Title: _____ Vice President _____

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APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
26 day of July, 2022.

THE CITY OF MIDWEST CITY

Pat Byrne
MAYOR, Acting, Pat Byrne

Sara Hancock
SARA HANCOCK, CITY CLERK



REVIEWED for form and legality.

Donald D. Maisch
DONALD D. MAISCH, CITY ATTORNEY

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that the City of Midwest City (City) is interested in professional services related to the Assessment of the Current Sanitary Sewer System and Lift Station Infrastructure and Projection of Future Capacity Needs Phase I project (Master Plan). The master plan process will include developing land use assumptions, wastewater flow projections, a hydraulic wastewater model, and provide a Capital Improvements Plan (CIP). Phase I of the Wastewater Master Plan will focus on the assessment area located on the Eastern portion of the City, as described in the RFP and attached.

The project consists of installing and maintaining temporary flow monitors within the wastewater collection system, surveying (as needed), and hydraulic modeling. The purpose of the flow monitoring is to determine dry and wet weather flows, identify sources of infiltration and inflow (I/I), and to aid in hydraulic model calibration. The wastewater collection hydraulic model will evaluate the capacity of the existing sewer system, determine needs for future flows, and be used to develop a prioritized CIP.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK A: WASTEWATER MASTER PLAN PROJECT MANAGEMENT

A1. Project Kickoff Meeting

FNI will conduct a project kickoff meeting with the City and the field inspection team to discuss the project scope and schedule. A data request memorandum will be presented and discussed.

A2. Data Collection and Review

FNI will prepare a data request memorandum summarizing data needs for the project. This includes but is not limited to the following:

- Previous Master Plan Reports or other planning documents
- Infiltration and Inflow (I/I) Studies
- GIS Information
- Flow Monitoring Data
- Lift station data
- Utility billing meter data
- SCADA and other operational data
- Existing and future land-use mapping

A3. Project Management

FNI will perform project management duties, including preparing and updating the project schedule, monthly invoicing, development of monthly progress reports, written summaries of meetings (minutes), and any informal project collaboration.

TASK B: FLOW MONITORING AND I/I CHARACTERIZATION

B1. Temporary Flow Meter Site Selection

FNI will identify eight (8) locations in the existing system to conduct flow monitoring and two (2) locations for rainfall monitoring to calibrate the hydraulic model. FNI will prepare maps showing the proposed locations to present to the City. FNI will update the mapping based on City comments before submitting it to the flow monitoring subconsultant.

B2. Temporary Flow Meter Basin Delineation

FNI will finalize the temporary flow monitoring plan with the recommended site selection for each temporary flow monitor. FNI will update the delineation of the temporary flow monitoring basins.

B3. Temporary Flow Meter Installation, Calibration, and Data Collection

FNI's flow monitoring subconsultant will furnish, install, and calibrate eight (8) temporary velocity/depth type flow meters and two (2) rainfall gauges at the agreed-upon locations. Temporary flow meters shall remain in place for sixty (60) days.

FNI's subconsultant will remove all the temporary flow meters after the monitoring period if adequate weather conditions have been observed (dry weather and wet weather conditions include at least two (2) storm events of different rainfall intensities). FNI will advise the City if adequate weather conditions have not been observed during the initial monitoring period to allow the City to consider funding an extended period for flow monitoring before removing the temporary flow meters.

B4. Analyze Flow Meter Data

The flow and rainfall data will be collected at 15-minute intervals for both dry and wet weather flow periods.

- 1) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- 2) Develop hydrographs for dry and wet weather flow conditions.
- 3) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations
- 4) Determine peak infiltration rates during high groundwater conditions, if possible.

B5. I/I Characterization and Ranking

Flow data will be compared with rainfall data to determine the amount of inflow and infiltration experienced during selected storm events. FNI will utilize the data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the collection system.

B6. Workshop with City to Discuss Flow Monitoring Results

FNI will meet with the City to discuss the results of temporary wastewater flow monitoring.

TASK C: POPULATION AND WASTEWATER FLOW PROJECTIONS

C1. Develop Residential Population and Non-Residential Estimates

Develop updated population and non-residential estimates and projections to allocate across the sewer basins for each future planning period. Sewer basin delineation developed for model calibration will be utilized for this task by using land use data, sewer basin, and subbasin information.

C2. Develop Design Criteria for Wastewater Flow Projections

Based on a review of historical wastewater flow data, FNI will review existing flow projection methodologies, including those previously developed for all the sewer basins and sub-basins, to provide recommendations to update the design criteria for flow projections. FNI will develop base flow rates, per-capita flow rates, non-residential usage factors, infiltration and inflow (I/I) allowances based on flow monitoring data, rehabilitation work, and work order data (stoppages, blockages, etc.).

C3. Wastewater Flow Projections

FNI will utilize the updated wastewater flow design criteria for each basin and sub-basin to allocate future residential and non-residential loads. FNI will allocate population and non-residential estimates and flow projections across the sewer basins and sub-basins for each planning period.

C4. Workshop to Discuss Population, Non-Residential Estimates, and Flow Projections

FNI will attend a meeting with the City staff to discuss the results of sewer basin flow projections and distribution. FNI will address comments on the distribution of the population and non-residential estimates as well as the wastewater load projections.

TASK D: WASTEWATER MODEL DEVELOPMENT AND CALIBRATION

D1. Wastewater System Model Development

FNI will develop the City's wastewater collection system hydraulic model in the Innovyze® InfoWorks ICM® software from the most current GIS. The model will consist of all pipelines 10-inches and larger in addition to all smaller pipelines for which invert elevation data is available. The model will represent the volume of all pipelines in the collections system through a process called "pruning." FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. This task will include the determination of additional data needed to properly define special hydraulic structures such as siphons, split flow manholes, weirs, junction boxes, and other interconnections between parallel lines. FNI will populate this information within the wastewater model.

D2. Update Detailed Lift Station Data

Lift station and force main as-built information provided by the City will be entered into the model. FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. FNI will identify missing lift station data needing field verification, including physical dimensions, pump performance data, and any missing force main information. FNI will utilize institutional knowledge from the City staff regarding the operational complexities of the wastewater system.

D3. Field Verification/Surveying of Critical Missing Data

The field inspection and GPS/conventional surveying will be used to collect all critical needed physical data not included in the GIS. The field inspections will be done in conjunction with City staff for access to manholes and will focus on the following:

- GPS surveying of critical manholes to obtain X and Y coordinates and measure downs to obtain inverts for up to 140 GPS shots.

FNI will review raw field data and convert it into GIS format for input into the model database and provide revised GIS data to the City.

D4. Sewer Basin Delineation and Subcatchment Generation

Review and update sewer basin delineation using GIS Shapefile and ground contour mapping. Develop sewer subbasin delineation representing meter areas and geographical areas within each sewer basin. Generate subcatchments for each sewer subbasin showing which areas feed into each sewer manhole within their respective flow meter basins. FNI shall prepare detailed mapping and meet with the City to review sewer basin, subbasin, and subcatchment mapping results.

D5. Distribute Updated Wastewater Flow in the Model

Geocoded water billing data and the population and non-residential flow projections will be used to assign flows to the subcatchments for wastewater system analysis. Large customers will be located and allocated as a point load. FNI will assign residential and non-residential diurnal patterns to each subcatchment based on the flow meter data and the flow meter basins.

D6. Dry Weather Calibration

Select dry weather calibration event to isolate projected flows as primarily domestic contributed flows. Develop a flow meter schematic showing which sewer basin and metered subbasins feed into each sewer interceptor for model analysis and data output review. Perform dry weather calibration on selected dry weather flow period using calibrated flow volume by adjusting antecedent conditions, per capita flows, diurnal curves, and dry weather infiltration. Dry weather calibration should match field data within 10%. Adjust lift station parameters based on system response observed during calibration event using SCADA records and meter responses.

FNI will prepare mapping and profiles at selected calibration points showing metered vs. modeled dry weather calibration flows, depths, and velocities and meet with the City to present dry weather calibration results. Selected calibration points will consist of the flow monitoring locations and any other locations where flow or level data is available through SCADA.

D7. Wet Weather Calibration

Review flow meter data and select one (1) wet weather calibration storm events, if available. Perform wet weather calibration on selected wet weather flow event using calibrated peak I/I. Calibrate to within 15%. Adjust model parameters to calibrate flow velocity and flow depth. Adjust lift station parameters based on system response observed during calibration events using SCADA records and meter responses. Prepare mapping showing metered vs. modeled wet weather calibration results and meet with the City to present wet weather calibration results for the selected two wet weather calibration events.

D8. Workshop to Discuss the Wastewater Model Development and Calibration

FNI will attend a meeting with the City staff to discuss the results of wastewater model development and Calibration.

TASK E. WASTEWATER SYSTEM PERFORMANCE ANALYSIS

E1. Design Criteria Evaluation

FNI will evaluate and recommend wastewater system planning criteria, including design flows, minimum and maximum pipeline velocities, DEQ requirements, and surcharging guidelines. The criteria will be based on the desired Level of Service and will determine what surcharging, if any, is allowed, minimum and maximum velocity constraints, etc. Criteria will be developed for overall master planning purposes, development reviews, and environmentally sensitive areas.

E2. Design Storm Evaluation

FNI will develop recommendations on design storms using return period and storm intensity analysis for individual sewer basins, interceptors, and system-wide storms for the wastewater facilities, based on the Level of Service recommendations using existing available data.

E3. Existing System Evaluation

FNI will run the calibrated wastewater model with the selected design storm and identify existing surcharging and overflow locations and other capacity restriction issues. FNI will evaluate the impacts of critical elements (special structure) and lift station modifications on the existing system evaluation results. FNI will prepare mapping and model results showing all surcharging and overflow locations by magnitude and locations. FNI will categorize manholes by overflow amounts during design storm and sewer line surcharging by amounts during design event.

E4. Develop Future Model Scenarios

FNI will utilize 5-year, 10-year, and 20-year wastewater model scenarios under design storm conditions to determine the system response for surcharging and overflow events. FNI will conduct an evaluation of special structures and lift stations under design storm conditions for each planning period. FNI will utilize the future system model scenarios to analyze the impact of future growth and redevelopment on the wastewater collection system. FNI will apply the selected design storm(s) to the future system models to locate potential future system deficiencies based on specified design criteria.

E5. Develop System Improvements Alternatives for the 5-, 10-, and 20-year Planning Periods

Using the results of future models, develop improvements to eliminate excessive surcharging and overflows in the system resulting from increased wastewater flow from projected future development and redevelopment. Develop improvements alternatives for gravity lines, lift stations, force mains, and special structures. Improvements needed to correct existing deficiencies will also be included. Utilize model results to develop improvements to serve areas that are currently not developed. Develop mapping showing improvements required for the 5-year, 10-year, and 20-year planning periods as well as improvements needed to correct existing deficiencies.

TASK F. CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MODELING SERVICES REPORT

F1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping

FNI will develop a Capital Improvements Plan based on growth needs. Costs for each proposed project will be developed in Year 2023 dollars, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a one-page summary for each project, including but not limited to a detailed description, issue, project map with planning level alignment, cost, proposed dates, and justification.

F2. Meet to Review Draft Capital Improvement Plan

FNI will meet with the City to discuss the draft CIP, project phasing, and analyze alternative completion dates as necessary.

F3. Prepare Draft Wastewater Master Plan Report

FNI will prepare a draft Wastewater Master Plan Report summarizing wastewater flow projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver one (1) electronic PDF file of the draft report to the City.

F4. Meet to Review Draft Report

FNI will meet with the City to discuss the draft report. FNI will solicit comments to be incorporated into the final report.

F5. Revise Wastewater Master Plan Report to Incorporate Comments

FNI will revise the report based on comments from the City and submit one (1) final hard copies and one (1) electronic copy in PDF format of the Wastewater Master Plan Report.

SUMMARY OF DELIVERABLES:

- Wastewater System Capital Improvements Program
- Draft Wastewater Master Plan Report
- Final Wastewater Master Plan Report
- Calibrated Wastewater Model
- All electronic project files

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

TASK G. LIFT STATION SITE VISIT ASSESSMENTS

G1. Assess Condition of Wastewater Facilities Using Site Visits

FNI will conduct up to 3 site visits with City staff in order to assess the condition of wastewater facilities, collect data on existing facilities, including motors, motor control centers (MCC), piping, valves, vaults and buildings. The data collection will only include any information that can be provided by the City and visual observations. No physical testing of any piping, valves, or equipment is included. FNI will compile notes and scoring from facility site visits and develop a condition summary sheet for each facility including photos, data, and condition scoring results.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. N/A

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 10 months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- E. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- F. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

CITY's Primary Contact

Name: Brandon Bundy
Address: 100 N Midwest Blvd.
Midwest City, OK 73110
Phone: 405-739-1213
Email: BBundy@MidwestCityOK.org

CITY's Accounting Contact

Name: Patrick Menefee
Address: 100 N Midwest Blvd.
Midwest City, OK 73110
Phone: 405-739-1215
Email: PMenefee@MidwestCityOK.org

FNI's Primary Contact

Name: Clay Herndon
Address: 3600 NW 138th Street, Suite 202,
Oklahoma City, OK 73134
Phone: 405-252-5934
Email: wch@freese.com

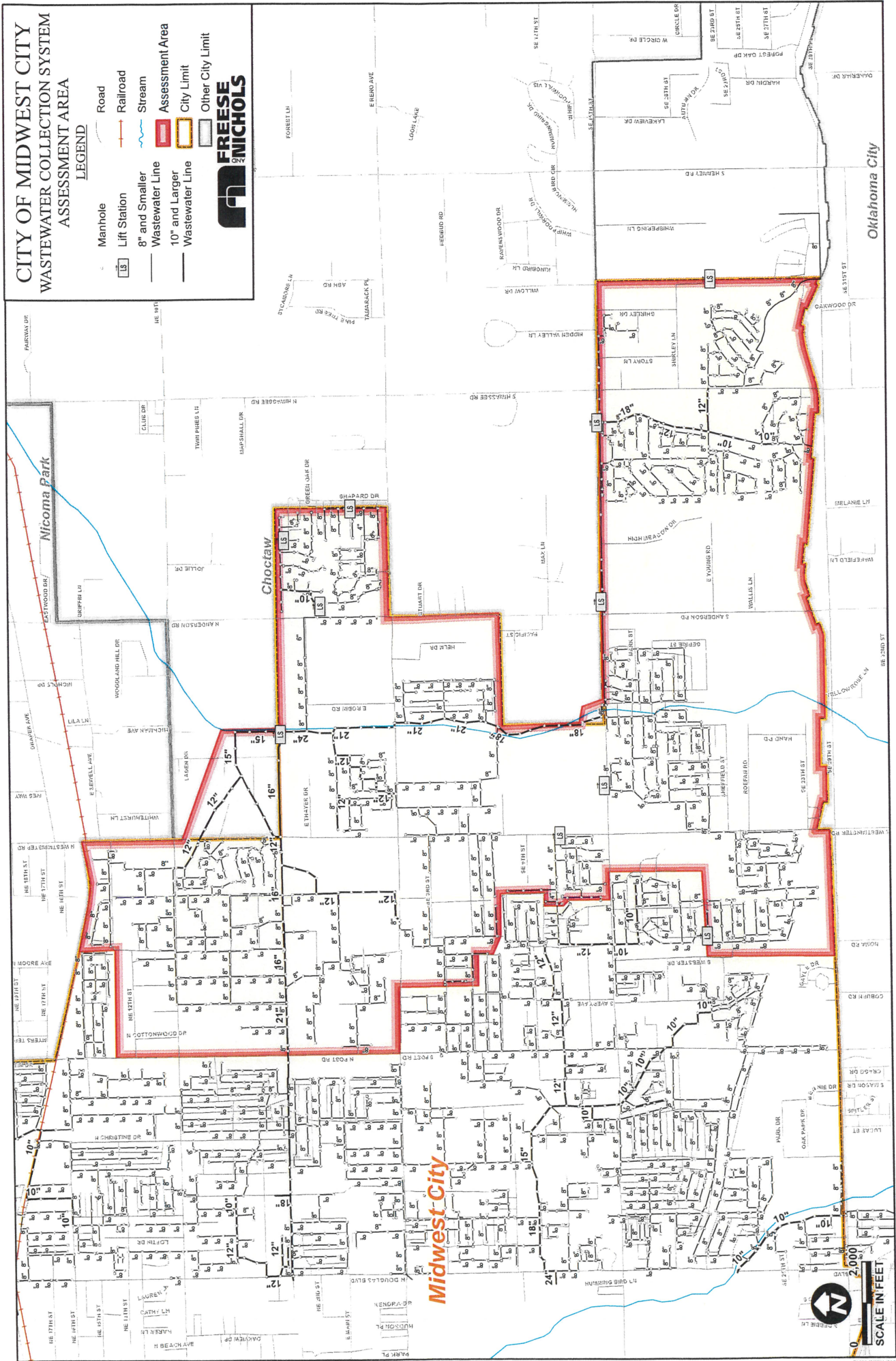
FNI's Accounting Contact

Name: Jana Collier
Address: 801 Cherry St, Suite 2800,
Fort Worth, TX 76102
Phone: 817-905-1205
Email: jvc@freese.com

CITY OF MIDWEST CITY WASTEWATER COLLECTION SYSTEM ASSESSMENT AREA

LEGEND

- Manhole
- Lift Station
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Road
- Railroad
- Stream
- Assessment Area
- City Limit
- Other City Limit



Oklahoma City

Midwest City



PROFESSIONAL SERVICES AGREEMENT
between
Freese and Nichols, Inc.
And
THE CITY OF MIDWEST CITY

ATTACHMENT “B”

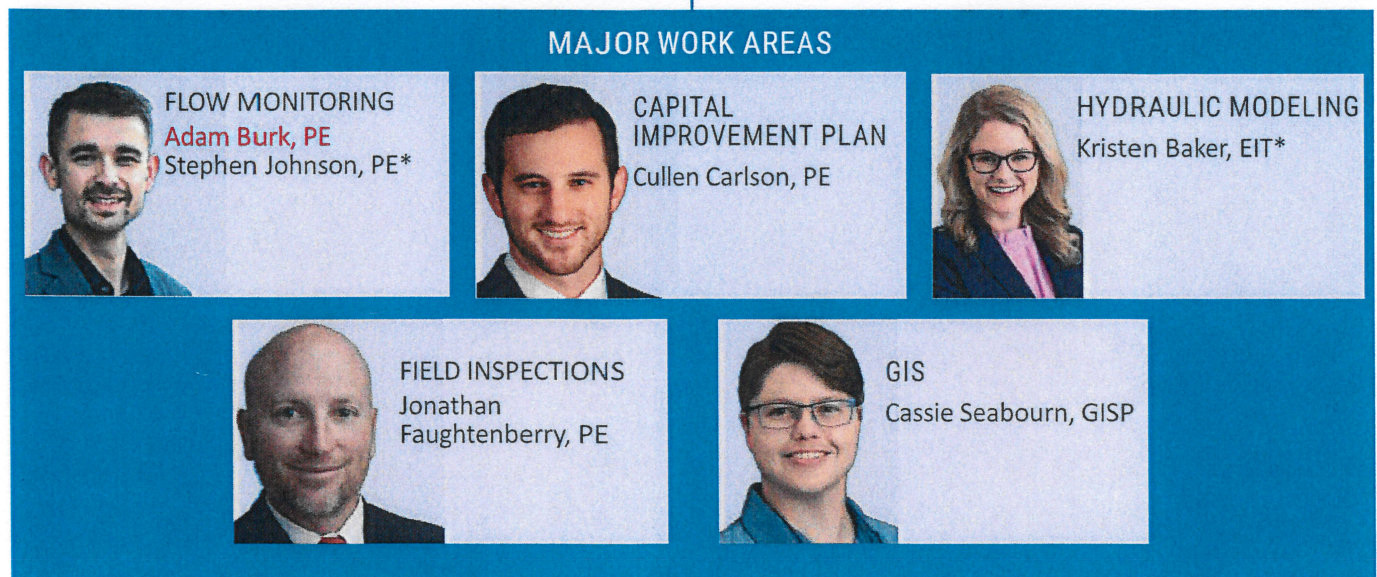
The scope of work for Tasks A – G will be completed for a **LUMP SUM** fee of **\$296,000 INCLUSIVE of EXPENSES**. Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.


Fee Breakdown by Task

Task	Description	Total Fee
Basic Services		
A	WASTEWATER MASTER PLAN PROJECT MANAGEMENT	\$14,627
B	FLOW MONITORING AND I/I CHARACTERIZATION	\$114,105
C	POPULATION AND WASTEWATER FLOW PROJECTIONS	\$15,949
D	WASTEWATER MODEL DEVELOPMENT AND CALIBRATION	\$73,546
E	WASTEWATER SYSTEM PERFORMANCE ANALYSIS	\$16,034
F	CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MODELING SERVICES REPORT	\$31,654
Sub-total: Basic Services		\$265,915
Special Services		
G	LIFT STATION SITE VISIT ASSESSMENTS	\$30,085
Sub-total: Special Services		\$30,085
Grand Total		\$296,000

ORGANIZATIONAL CHART

City of Midwest City



 Subconsultant
* Licensed in other states



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2022

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER A : Hartford Underwriters Insurance Company A+ (XV)		30104
	INSURER B : Twin City Fire Insurance Company A+ (XV)		29459
	INSURER C : Hartford Casualty Insurance Company A+ (XV)		29424
	INSURER D : Hartford Accident and Indemnity Company A+ (XV)		22357
	INSURER E : Continental Casualty Company (CNA) A, XV		20443
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.			42UUNOL5238	10/23/2021	10/23/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 2,000,000	
	PRODUCTS - COMP/OP AGG						\$ 2,000,000	
							\$	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42 XHU OL 5747	10/23/2021	10/23/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			42WBOL6H3F	10/23/2021	10/23/2022	<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
E	Professional Liab.			AEH008214422	10/23/2021	10/23/2022	Per Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

The City of Midwest City, its officers, representatives, agents, contractors, and employees are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

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