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Invitation for Sealed Bids

MIDWEST CITY MUNICIPAL AUTHORITY

100 N. MIDWEST BLVD.
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In Journal Record	Dates Advertised Tuesday, October 3, 2023 Tuesday, October 10, 2023
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Bids must be in the Office of the City Clerk By: **IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.**
Tuesday, October 24, 2023 no later than 2:00 p.m.

	Description	Days	Labor (\$)	Contractor Supplied Material (\$)	Equipment (\$/day)	Total (\$)
1	West Reactor Drainage and Cleaning	30	80,000	2,000	25,000	107,000
2	Pilot installation	10	28,000	4,000	30,000	62,000
3	Bid Price (Totals)	40	108,000	6,000	55,000	169,000

THE MIDWEST CITY MUNICIPAL AUTHORITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms and conditions attached to this sheet as "Agreement By Bidder."

REPLACEMENT WILL BE COMPLETED IN 60 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 20 DAY OF October, 2023.

FIRM Howard Construction, Inc BY Michael Howard

ADDRESS PO Box 1685 TITLE President
Ardmore, OK 73402

Accepted by the MIDWEST CITY MUNICIPAL AUTHORITY this 14 day of November, 2023

Sara Hancock
SARA HANCOCK, Secretary



Matthew D. Dukes, II
MATTHEW D. DUKES, II, Chairman

Approved as to form this 14 day of November, 2023.

Don Maisch
DON MAISCH, City Attorney

PROFESSIONAL SERVICES AGREEMENT
between
Howard Construction, Inc.
And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "Agreement") is entered into by and among The Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as "Authority"), and Howard Construction, Inc., (hereinafter referred to as "Service Provider") (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, Authority is in need of the following professional services to drain and clean the West Reactors of the Moving Bed Biofilm Reactor (MBBR) and install two WavTex modules; and

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

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

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

WHEREAS, Service Provider agrees to provide the Authority all services, in accordance with the standards exercised by experts in the field, necessary to provide the 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 Authority, and Service Provider hereby agree as follows:

1. Services, Products, Solutions and Deliverables

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

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

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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 **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 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 Team**, for the services to be provided as set forth on Attachment "C" ("Service Provider's Team") without the prior written consent of the **Authority**.

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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 **Authority**.

3. CONSIDERATION

A. The **Authority** 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 **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 **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.

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.

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B. The **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 **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **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 **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **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 **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 **Authority**.

1. Upon receipt of a notice of termination for *convenience* from the **Authority**, 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 **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

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are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **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 **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 **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 **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 **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 **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**.

C. Upon notice to **Service Provider**, the **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

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this Agreement. In the event the Authority issues a stop work order to Service Provider, the Authority will provide a copy of such stop work order to the Service Provider. Upon receipt of a stop work order issued from the Authority, the Service Provider shall suspend all work, services and activities except such work, services, and activities expressly directed by the 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 Authority, without cause and without cost to the 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 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 Authority shall have no further liability under this Agreement to Service Provider and Service Provider shall have no further obligations to the Authority.

2. Upon termination for convenience of the Project and the providing to the Authority of all Deliverables for the Project and payment of the invoice for the Project to Service Provider, the Authority 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

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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 **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 **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 **Authority** shall be entitled to recover, should the **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 **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **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 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 **Authority** from claims for bodily injury (*including death*) and or

Professional Services Agreement with Howard Construction, Inc.

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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 **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 **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 **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 or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **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,

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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 **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 **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 **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 **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 **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

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 **Authority**, the **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 **Authority's** employees, customers, marketing strategies, business processes and

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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 **Authority**, shall disclose to any person, other than to the **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 **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:

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

AND

Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
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:

Michael Howard

Howard Construction, Inc.

P.O. Box 1685

Ardmore, OK 73402

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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 **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 **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 **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **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

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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 **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 **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 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

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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 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 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:

- (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.

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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.

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 Authority unless such services, work, product, solution, or deliverable is first requested and approved in writing by the Authority through a purchase order.

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24. AMENDMENT

This Agreement may be amended by mutual agreement of the Parties, in writing and signed by both Parties. The Authority hereby delegates to the 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 Authority as the last party hereto.

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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:

Howard Construction, Inc.

By: _____

Name: _____

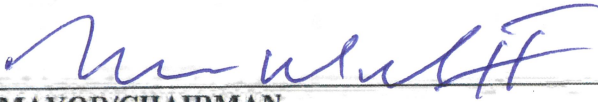
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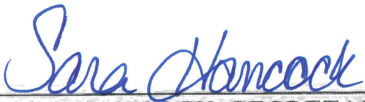
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APPROVED by the Trustees and SIGNED by the Chairman for the Midwest City
Municipal Authority this 14 day of November, 2023.

MIDWEST CITY MUNICIPAL AUTHORITY


MAYOR/CHAIRMAN


SARA HANCOCK, SECRETARY



REVIEWED for form and legality:


DONALD D. MAISCH, AUTHORITY ATTORNEY