

of-way, on public lands and capital improvement projects.

C. *Term of Contract* The term of this Contract shall run from date of execution through June 30, 2016.

D. *beneficiary trusts* Any trust of which the City of Oklahoma City is a beneficiary.

2. **Basic Services.** The Title Company is hereby engaged and employed by the City to perform in accordance with good professional title service practices and in the best interest of the City all of the work as set out herein and the various title services, including but not limited to the following:

A. Certified Ownership Listing Preparation on subject properties (the ownership shall include the following):

- (1) Current owner(s), estate (joint tenants, tenants in common, etc.) and address of record.
- (2) Five (5) -year chain of title.
- (3) Mortgages and mortgage releases that affect the parcel.
- (4) Easements of record.
- (5) Liens, judgments, suits pending, special assessments, or other recorded filings that affect the parcel.
- (6) Perform real estate closings, filings of deeds and instruments, and supply title insurance for real property conveyed to the City.
- (7) Provide “gap check” and re-certification (cover letter) on subject property.
- (8) Provide abstracts of title as needed. Abstracts of title required outside of Oklahoma County will be subcontracted by the Title Company to a title company in that respective county or to a company qualified/authorized/licensed to perform abstracts of title in that respective county.

B. Other property or right-of-way acquisition-related services necessary or requested by the City.

3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City, unless the City first approves such work or service in writing.

4. **Compensation.** The City agrees to pay the Title Company, as compensation for such title services as listed herein in accordance with the following hourly rate schedule (based on the time card records, at the rate established, for employees working on the City-assigned project), unless a basic fee (exclusive of hourly rates) has been established for said service:

Title/Abstract Researcher \$XXX/hr

Services outlined below which are not to be performed at an hourly rate shall be invoiced at the fixed fee rates as shown:

<u>Abstract Fees</u>	<u>Date From</u> <u>Previous Certification</u>	<u>Platted</u> <u>Subdivision</u>	<u>All</u> <u>Others</u>
per The Oklahoma Abstractor's Board			

Title Insurance Fees per "Oklahoma Insurance Commission Rule 365:20-3-2"

	New Abstract		
	Gap Title Report		\$XXX
	Title Examination Fee		\$XXX
	Simultaneous Issue of Loan Policy		\$XXX
Title Reports	\$XXX		

5. **Payments.**

- A. Invoices shall be submitted monthly. Invoices for the amount and value of the work and services performed by the Title Company shall meet the standards of quality as established under this Contract. Invoices shall be prepared by the Title Company and be accompanied by all supporting data required by the City. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Title Company should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.
- B. The Title Company shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Title Company will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part.
- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

6. **Indemnity.** To the fullest extent permitted by law, the Title Company agrees to release, defend, indemnify and save harmless the City and its beneficiary trusts, their officers, agents

and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Title Company's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Title Company's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Title Company's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Title Company shall promptly advise the City and its beneficiary trusts, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Title Company, at its expense, shall assume the defense of the City and its beneficiary trusts, with counsel satisfactory to the City and its beneficiary trusts. This section shall survive the expiration of the Contract. Provided, however, the Title Company need not release, defend, indemnify or save harmless the City and its beneficiary trusts, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and its beneficiary trusts, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

7. **Insurance.** Prior to approval of this contract, the Title Company shall obtain insurance coverage as provided below. The Title Company must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. **Additional Insureds:** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction.

All insurance coverage of the Title Company shall be primary to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Title Company is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Title Company's deductible is different than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Title Company's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Title Company under this Contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Title Company. The Title Company alone shall be responsible for the sufficiency of its own insurance program. Should the Title Company have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Title Company should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the Engineer shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Title Company shall provide and maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Title Company shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Title Company. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Title Company shall provide and shall cause each

subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial General Liability Insurance. The Title Company shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (3) Automobile Liability Insurance. The Title Company shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

(4) Professional Liability Insurance. The Engineer shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City.

D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the City Engineer prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.

E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Title Company authorizes the City and its participating trusts to confirm all information so furnished as to the Title Company's compliance with its bonds and insurance requirements with the Title Company's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Title Company shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this Contract until there is full compliance with this paragraph, or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the Title Company shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Title Company hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

F. Duration of Coverage. All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Title Company shall maintain in full force in effect the required professional liability insurance stated above during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract.

8. Termination for Convenience. The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Title Company, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Title Company shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Title Company for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

9. Stop Work. Upon notice to the Title Company, the City may issue a Stop Work Order suspending the performance of work and/or services under this Contract. The Stop Work Order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City issues a stop work order to the Title Company, the City will provide a copy of such stop work order to the contractor.

10. Notices. All notices and orders given pursuant to this Contract shall be in writing, delivered or mailed by United States certified mail, return receipt requested, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Oklahoma City
Department of Public Works
420 West Main Street, Seventh Floor
Oklahoma City, Oklahoma 73102
Attn: Eric Wenger, P.E., Director
Public Works/City Engineer
Phone Number: (405) 297-2581 Fax Number: (405) 297-2117

To the Title Company:

Attn: _____
Phone Number: _____ Fax Number: _____

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices and orders shall be deemed received when delivered or when deposited in the United States mail.

11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Title Company shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.

12. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Title Company or the contractor(s) on the project, the Title Company shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Title Company must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Title Company shall permit periodic audits by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Title Company. Agreement as to the time and place for audits may not be unreasonably withheld.

13. **Reporting to the City.** The Title Company shall report to the City as required.
14. **Prohibition Against Collusion.** The Title Company warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Title Company to solicit or secure this Contract. The Title Company further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Title Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Title Company must execute the Anti/Non-Collusion Affidavit, attached as Exhibit A, prior to the effective date of this Contract.
15. **Work Orders.** A project-specific work order will be written upon receipt from the Title Company the project proposal, time for completion, and estimate of cost of services to be performed. The services of the Title Company are to commence upon the date set out in the work order issued by the City, and shall be undertaken and completed in such sequence and within the time frame specified as to assure their expeditious completion in light of the purposes of this Contract. If the Title Company cannot perform the work and/or services within the time provided, and upon the submission by the Title Company of a request in writing to the City, indicating the length of extension required to perform a task, the City may, at their sole discretion, grant a reasonable extension of time. The request from the Title Company shall state the reason for the extension request, along with evidence showing that the Title Company is unable to complete this work in the time specified in the Work Order for reasons beyond its control. The Title Company is prohibited from claiming damages for delays and extensions of time.
16. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to Title Company. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of Title Company. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Title Company shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These backup CADD computer files are the property of the Title Company.
17. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Architects ("AIA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
18. **Standard of Care.** In providing the work and services herein, the Title Company shall maintain during the course of this Contract the standard of reasonable care, skill, diligence

and professional competency for such work and/or services. The Title Company agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Title Company.

19. **Sub-consultants.** The Title Company agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Title Company intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. The Title Company shall notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.

20. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Title Company agrees as follows:
 - A. The Title Company shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Title Company shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Title Company shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.

 - B. In the event of the Title Company's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the City. The City may declare the Title Company ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Title Company.

 - C. The Title Company agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Title Company shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit B, prior to the effective date of this Contract.

21. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Title Company to provide professional and personal services to the City,

the parties agree that the Title Company may not assign its obligations, rights or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.

22. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Title Company to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Title Company prior to the completion of this project, regardless of the reason for said termination, the Title Company shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Title Company and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Title Company from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Title Company and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Title Company shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Title Company's subcontractors and sub-consultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.
23. **Backup Required.** In accordance with good professional practices, the Title Company must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as "data") in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively "loss"), the Title Company must timely recreate all data within the original time frame of the title services contract at its sole cost. No extensions or additional time will be granted the Title Company for loss of data. No additional payment or reimbursement will be made to the Title Company for loss of data. The Title Company will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.

24. **Time Is of the Essence.** Both the City and the Title Company expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
25. **No Damage for Delay.** No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Title Company for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Title Company agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
26. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
27. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Title Company concerning the Contract. Neither the City nor the Title Company has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth herein.
28. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Title Company. In the event the Title Company's scope of work is increased or changed so as to materially increase the need for title services in excess of the not to exceed total compensation, the Title Company may seek to amend this Contract.
29. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
30. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not authorize the same.
32. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.

33. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of Oklahoma County.
35. **Effective Date.** The effective date of this Contract shall be the execution of this Contract by the City.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Contract was executed and approved by the Title Company this _____ day of _____, 20_____.

[Title Company]

ATTEST:

Secretary
(and Corporate Seal – either print stamped or embossed – if embossed, must be leaded sufficiently to be visible in a PDF file reproduction)

President

IN WITNESS WHEREOF, this Contract was approved and executed by The [City of Oklahoma City or _____] this _____ day of _____, 20_____.

[THE CITY OF OKLAHOMA CITY or

_____] **ATTEST:**

[City Clerk or Secretary]

[Mayor or Chairman]

REVIEWED for form and legality.

Assistant Municipal Counselor

