

AGREEMENT FOR SERVICES

This agreement made between **Smith Roberts Baldischwiler, LLC** 100 NE 5th Street, Oklahoma City, OK 73104 hereinafter referred to as "Consultant" and the Board of County Commissioners of Oklahoma County, hereinafter referred to as "County".

DESCRIPTION OF PROJECT

North Canadian River and Triple XXX Road North of 36th Street
Construction Management and Inspection

SCOPE OF SERVICES

The Consultant Services to be provided are described in Attachment "A"

SECTION 1

CONSULTANT CHARGES

The total amount of the contract shall not exceed **One Hundred-Ninety Nine Thousand Three Hundred Ten Dollars (\$199,310.00)** for Scope of Services as described in attachment "A". Should the Consultant determine services are needed that will exceed that total amount, the Consultant shall notify the County by Amendment to this Agreement for acceptance by the County prior to performing work that would exceed this amount.

THE CONSULTANT AGREES

1. To comply with all federal, state, and local laws, regulations and ordinances applicable to the work, procure all necessary licenses and permits, and file any documents required for the approval of governmental authorities having jurisdiction over the Project.
2. To be available for such conferences as the County may deem necessary in connection with the work, and the County shall have the right to inspect plans at all reasonable times at an acceptable office or offices located at 320 Robert S. Kerr Suite 201, Oklahoma City, OK 73102.
3. To assume responsibility, to indemnify, and save harmless the County or other agency or other government from all claims and liability due to his negligent acts or the negligent acts of his Agents, employees, subcontractors, independent consultants and/or independent consultants retained pursuant to this agreement.
4. To bind Consultant's firm including principals, officers, employees, agents, subcontractors, Independent contractors and/or independent contractors retained pursuant to this agreement, to the same statutes, rules, and regulations as the County insofar as conflict of interest is

concerned. Retention of records for three years after the final payment (paragraph 6).

5. That prior to beginning the work he and his subcontractors shall obtain and furnish current copies (certificates) to the County of
 - A. Worker's Compensation Insurance in accordance with the laws of the State of Oklahoma.
 - B. Professional Liability Insurance. The insurance policy coverage must be in an amount of sufficient to satisfy any claims arising under The Oklahoma Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq. The insurance policy must contain provisions that the County be notified if the insurance carrier intends to cancel or not renew the policy. This insurance (A and B) shall be maintained in full force and effect during the life of the contract.
6. The Consultant agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions at all reasonable times, during the contracted period and to maintain such documents for three years from the date of final payment under the contract.

·The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcription as reasonably needed.

·The Consultant agrees to provide the County, FEMA Administrator, or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

·In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

·The Consultant understands that knowingly making a false statement, representation, report, or claim may be subject to prosecution under the provisions of U.S.C.S. § 1001, § 1020.

7. During the performance of this contract, The consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

· Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

D. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

- Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. The Consultant agrees to be compliant with the Contract Work Hours and Safety Standards Act:
 - A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - C. Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - D. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
9. The Consultant agrees to comply with all applicable standards, orders or regulations issued Pursuant to The Clean Air Act and The Federal Water Pollution Control Act, as amended, 42 U.S.C. § 7401 et seq. and as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report

each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. The Consultant agrees to comply with the Suspension and Debarment Statement and such contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - A. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - B. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - C. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
11. The Consultant agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, contractors must sign and submit to the non-federal entity the following certification. Attachment "B"
12. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

13. The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
14. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
15. The Consultant agrees The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
16. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

SECTION 2

THE COUNTY AGREES

1. The pay total fee not exceeds **One Hundred-Ninety Nine Thousand Three Hundred Ten Dollars (\$199,310.00)** which includes all services provided by Consultant, his subcontractors and/or independent consultants retained pursuant to this agreement, as funds are available and the County Engineer authorizes work.

SECTION 3

It is further mutually agreed by the County and the Consultant that:

1. A written notice will be made to the Consultant by setting out the date he is to begin the prosecution of the contract work.

2. It is expressly understood and agreed by and between the parties hereto that the Consultant, including his subcontractors and/or independent contractors retained pursuant to this agreement, will hold and save the County harmless from any and all claims of damage or cause of action accruing to persons by reason of any of the work performed hereunder. The Consultant will be held responsible for the accuracy of engineering details and quantities of work to be performed or be performed by his subcontractors and/or independent contractors retained pursuant to this agreement. Frequent occurrence of irregularities in engineering details or quantities will be a basis for withholding future engineering contracts from said Consultant. The Consultant, his subcontractors and/or independent contractors retained pursuant to this agreement, shall furnish a legible copy of all computations used in developing pay quantities, neatly arranged, bound, properly identified and indexed. The Consultant will be held responsible for any mistakes or omissions in the work of the Consultant, his subcontractors and/or independent contractors retained pursuant to this agreement, which appear during the final review by the County or any other government agency.
3. For any major revision in the character of the scope of the work ordered in writing by the County, a supplemental agreement will be negotiated, prior to performing the additional work.
4. The County reserves the right to delete any portion of the contract at any time, and if such is done, the total engineering fee shall be reduced in the same ratio as the estimated cost of the work deleted varies with the estimated cost of the work as originally planned, or when appropriate, the engineering fee shall be computed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if the work has been already accomplished on that portion of the contract to be deleted, the Consultant, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
5. The County reserves the right to terminate this contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or this contract terminated for any other reason, the Consultant, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be paid by the County the reasonable value for the data delivered or ready for delivery upon receipt thereof.
6. Any dispute concerning a question of fact in connection with the work not disposed of by the agreement between the County, the Consultant, including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be referred for determination to the County Commissioner in whose district the project is located, or his duly authorized representative whose decision shall be taken to the Board of County Commissioners for further consideration and determination.

7. The County will consider a request for a reasonable extension of time, if the Consultant submits a request in writing indicating the length of extension required, along with satisfactory evidence showing that he is unable to complete this work in the time specified for reasons beyond his control. However, the County and the Consultant may be bound by the schedule in the FEMA Grant Agreement.
8. The Consultant shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this contract, except as otherwise provided herein.
9. All work performed and submitted under this contract, including the Consultant including his subcontractors and/or independent contractors retained pursuant to this agreement, shall be done in a manner acceptable to the County, and all computations prepared or obtained under the terms of the contract shall be delivered to and become the property of the County and that basic notes and sketches, charts, computations, and other data prepared or obtained under such contract shall be made available upon request, to the County without restriction or limitation on their use. Consultant shall retain these documents for a minimum of three years from the date of final payment.
10. This contract is null and void unless the amount of the contract has been encumbered by the County and approved for payment by the Board of County Commissioners.
11. This agreement cannot be assigned or subcontracted by either party without written approval of either party.

TERMS OF AGREEMENT

This Agreement shall be effective upon execution by all parties and will expire on completion of the scope of work.

OWNER IS A GOVERNMENTAL ENTITY OF THE STATE OF OKLAHOMA

It is expressly understood that the County under this agreement is a body corporate and politic of the State of Oklahoma and consequently may only contract within limitations provided by Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of the Article shall control any other provisions of this agreement.

The Consultant shall not perform any services until the Consultant receives a Purchase Order from Oklahoma County showing the full amount of the obligation created pursuant to this Agreement for the

Project has been encumbered within an unencumbered amount previously appropriated for such purpose within the budget of Oklahoma County for Fiscal Year 2020-2021. For the purpose of this agreement it is understood and agreed that the full amount of the obligation created pursuant to this Agreement is no more than **One Hundred-Ninety Nine Thousand Three Hundred Ten Dollars (\$199,310.00)**. In the event that an Amendment is approved pursuant to terms of this agreement, and terms of the Amendment require payment of any sum in addition to the sum immediately aforesaid, Consultant shall not perform any services contemplated within the scope of said Amendment until Consultant receives a Purchase Order showing that the full amount previously appropriated for such purchase in the budget of the Oklahoma County's Fiscal Year within which the Amendment is appropriated.

CONTRACTOR:
SMITH ROBERTS BALDISCHWILER, LLC
100 N.E. 5TH STREET
OKC, OK 73104
405-840-7094

Craig H. Wallace

Contractor

Craig H. Wallace, V-Pres.

Printed Name and Title

Signed before me this 23 day of APRIL, 2021.

[Signature]

Notary Public

11-18-24

My Comm. Expires

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Chairman

Member

Member

ATTEST:

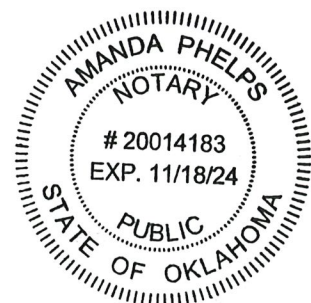
David B. Hooten, County Clerk

APPROVED

[Signature]
Stacey Trumbo, P.E., County Engineer

Approved as to form and legality this 22 day of April, 2021.

[Signature]
Assistant District Attorney



"Attachment A"

CONSTRUCTION MANAGEMENT REQUEST FOR TASK ORDER APPROVAL

Submitted To:
Oklahoma County County Engineer 320 Robert S. Kerr Ave, Oklahoma City, OK 73102 Phone: (405)713-1496

Submitted by:	
Provider Name	Smith Roberts Baldischwiler, LLC
Address	100 NE 5th Street
City, State, Zip Code	OKC, OK 73104
Phone	(405)840-7094
E-Mail Address	craig.wallace@srbok.com
FEI #	73-1618943

Engineering Contract Number	P21921-14
Task Order Number	1
Project Number	P21920-11
Project Description	Triple X Streambank Stabilization
County	Oklahoma

SCOPE OF WORK

Smith Roberts Baldischwiler (SRB) will provide Construction Management and Inspection Services as specified in the Request for Services. SRB will function as Resident Engineer providing all necessary survey, inspection, material testing and contract administration duties. The ODOT 2009 Standard Specifications for Highway Construction govern the streambank stabilization contract.

SRB will participate in the Pre-construction Conference and conduct Monthly Progress Meetings (as needed), and Final Inspection and provide minutes of all meetings, as directed by Oklahoma County.

The SRB project inspector will be OHCMTCB certified in Materials Sampler and will perform on-site fresh concrete tests. **Benchmark** will provide lab services for material testing and on-site moisture & density testing of earthwork/subgrade. Sampling and testing will be performed in accordance with the "ODOT Frequency Guide Schedule for Sampling and Testing Acceptance". Material Certification Letter will be issued by SRB.

SRB will administer the contract in accordance with the ODOT Standard Specifications and FEMA Grant requirements. SRB will document the work using the CM daily/monthly forms as mutually agreed upon. Documentation will be performed in a timely manner and be kept current. SRB will maintain daily contact with the construction contractor and will inform Oklahoma County when unsatisfactory work or inadequate progress is observed.

SRB will perform original and final cross-sections for determination of earthwork quantities as necessary and perform verification checks on contractor's staking and work.

SRB will perform Residency audit and provide project documentation to Oklahoma County Engineering that will, as a minimum, ensure compliance with the following:

- FEMA Grant requirements.
- DEQ regulations.
- Contract Specifications.

Initial audit by SRB will be completed and submitted to Oklahoma County along with all project documentation within thirty (30) days of the project's completion date.

CONSTRUCTION MANAGEMENT REQUEST FOR TASK ORDER APPROVAL

Submitted To:
Oklahoma County County Engineer 320 Robert S. Kerr Ave, Oklahoma City, OK 73102 Phone: (405)713-1496

Submitted by:	
Provider Name	Benchmark Construction Services
Address	3430 MacDonnell Drive
City, State, Zip Code	Norman, Oklahoma 73069
Phone	405-737-2700
E-Mail Address	rbond@benchmarkokc.com
FEI #	73-1599448

Engineering Contract Number	P21921-14
Task Order Number	1
Project Number	P21920-11
Job Piece Number	Triple X Streambank Stabilization
County	Oklahoma

SCOPE OF WORK									
Testing Services									
<p>Lab Test pricing based on SRB personnel delivering the sample to Benchmark's Norman lab. Nuclear Density includes trip time and 2 test minimum per trip. All prices include 15 minutes per report for Lab Manager/SM entries Listed below are summaries of tests required based on the FAST Guide and anticipated need</p>									
Standard Proctor	Exc.	Borrow	SG Stab	Total					
	1	1		2					
Soil Class									
Modified Proctor Agg Base									
Strength of Cylinders sets	Br A	Cl C							
Fine Aggregate Grad.	Cl. AA	Cl. C							
Coarse Agg. Grad.	Cl. AA	Cl. C	TBSC	Agg Base	UD/Cl. C				
Nuclear Density 2/day 500CY/day	Exc 10	Emb 15	Stab SG	Agg Base	Dr Str	25			
	S3	S4							
Asph density Asph HMA Asph Sand Equiv									
Totals includes extras for re-tests, early breaks, etc.									

BYRD ANTI-LOBBYING CERTIFICATION

ATTACHMENT "B"

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, SRB, 1k, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Craig H. Waller

Signature of Contractor's Authorized Official

Craig H. Waller, V-Pres.

Name and Title of Contractor's Authorized Official

4/21/21

Date

=====	=====
Bill To OK COUNTY - DISTRICT 2 7105 S. ANDERSON ROAD OKLAHOMA CITY, OK 73150	Requisition 12106196-00 FY 2021 Acct No: 1110-60-920-000-000-54455 - Review: Buyer: 6065d2brajoh Status: Released
=====	Page 1

Vendor SMITH ROBERTS BALDISCHWISER LLC 100 NE 5TH STREET OKLAHOMA CITY, OK 73104 Tel#405-840-7094 Fax 405-840-7017	Ship To OK COUNTY - DISTRICT 2 7105 S. ANDERSON ROAD OKLAHOMA CITY, OK 73150
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Deliver To
OK COUNTY - DISTRICT 2
7105 S. ANDERSON ROAD

OKLAHOMA CITY, OK 73150

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Date Ordered	Vendor Date Number Required Ship Via Terms Department
-----	-----
04/20/21	000896 District #2
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
001 Construction Management and Inspection Services for XXX Streambank Stabilization Project #P21920-11	199310.00 EACH	1.00000	199310.00

1 1110-60-920-000-000-54455 - 199310.00

Ship To
OK COUNTY - DISTRICT 2
7105 S. ANDERSON ROAD
OKLAHOMA CITY, OK 73150

Deliver To
OK COUNTY - DISTRICT 2
7105 S. ANDERSON ROAD
OKLAHOMA CITY, OK 73150

Requisition Link

Requisition Total 199310.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1110-60-920-000-000-54455 -		
Highway Cash - District #2	199310.00	1341684.22
Professional Services-Other		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/20/21	Brandi Johnson	
Approved	04/20/21	Michael Perry	Auto approved by: 6065d2brajoh