

**AMENDMENT NO. 4 TO CONTRACT FOR ENGINEERING SERVICES**

This amendment is made and entered into this 16TH day of JANUARY, 2024, by and between the City of Oklahoma City, a municipal corporation, herein called "City", and CEC Corporation, herein called "Engineer".

**WITNESSETH:**

**WHEREAS**, the City and the Engineer entered into an agreement on July 30, 2019 as follows:

Project No. PC-0612  
Streetscape; and

**WHEREAS**, this project provides for design and all other engineering services related to streetscape consisting of district markers, crosswalks, ramps, sidewalks, lighting, landscaping, and drainage solutions with consideration for Green Infrastructure strategies in the vicinity of Paseo between NW 28th Street and NW 30th Street; and

**WHEREAS**, subsequent to execution of the original contract, it was determined to be in the best interest of the City to direct the Engineer to provide services related to preparation and submittal of a Rain Garden Report; and

**WHEREAS**, the Engineer provided the following services including, but not limited to, a conceptual drainage analysis of rain gardens, attending and participating in stakeholder meetings, and compiling a rain garden report for submittal to the City; and

**WHEREAS**, it was necessary to increase Exhibit E – Additional Services to compensate the Engineer for the additional work necessary for completion of the project; and

**WHEREAS**, the above work was authorized under the auspices of **Amendment No. 1**; and

**WHEREAS**, the Engineer submitted the conceptual drainage analysis and rain garden report and it was determined to be in the best interest of the City to direct the Engineer to provide preparation of renderings of the proposed rain gardens, meeting coordination with City and stakeholders for proposed design, and preparation of the preliminary design for rain gardens; and

**WHEREAS**, the above work was authorized under the auspices of **Amendment No. 2**; and

**WHEREAS**, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to direct the Engineer to provide additional survey,

design, and final plans for the alleyway and parking lot between NW 29th Street and NW 30th Street along Paseo Drive; and

**WHEREAS**, the Engineer also provided preparation of right-of-way easements, electrical design and coordination for the proposed irrigation system, and coordination and adjustments to the plan drawings of the proposed site furnishings and sidewalk pavement design; and

**WHEREAS**, services for right-of-way staking were not included in the original scope of work, therefore it was necessary to increase Exhibit E – Additional Services to compensate the Engineer for the additional work; and

**WHEREAS**, the above work was authorized under the auspices of **Amendment No. 3**; and

**WHEREAS**, subsequent to execution of the original contract as previously amended, it has been determined to be in the best interest of the City to direct the Engineer to provide additional design services including but not limited to the following: 1) analysis and design of three proposed dumpster locations; 2) additional ADA ramp options within the alleyway at Eden's on the east side of Paseo Drive; 3) additional design for on-street parking at the Oasis Apartments, including spaces, a retaining wall, additional sidewalk, and the associated preparation of exhibits for presentation to the Traffic Commission; 4) drainage analysis and design adjustments at the alleyway entry to the south of Oklahoma Shakespeare; 5) patio design adjustments and alternatives in front of Picasso Café; 6) additional sidewalk design at Casa Rosa Apartments; and 7) space planning exhibits for Paseo Arts Festival; and

**WHEREAS**, the Engineer will also provide additional right-of-way easements at Picasso Café and Studio 6, and additional renderings, meetings and presentations necessary to provide the requested additional design; and

**WHEREAS**, the estimated construction cost is \$3,309,705 (an increase of \$607,905); and

**WHEREAS**, the original contract must be amended to incorporate the Engineer's increased scope of work related to these services and associated fees; and

**WHEREAS**, the total compensation to be paid to the Engineer for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$270,180 for engineering services

For Amendment No. 1:

Not to exceed \$11,170 for engineering services

For Amendment No. 2:

Not to exceed \$37,560 for engineering services

For Amendment No. 3:

Not to exceed \$40,318 for engineering services

For Amendment No. 4:

Not to exceed \$64,186 for engineering services

Total Amended Contract:

Not to exceed \$423,414 for all services (an increase of \$64,186);

and **WHEREAS**, all parties agree to assign and amend said contract.

**NOW, THEREFORE**, the parties agree as follows:

- I. Amend **Paragraph 2. Basic Services**. to read as follows:

**Basic Services**. The Engineer is hereby engaged and employed by the City to perform in accordance with good engineering practices and in the best interest of the City in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to preparation and submittal of a Rain Garden Report; and **Amendment No. 2** work related to preparation of renderings of proposed rain gardens, meeting coordination with City and stakeholders for proposed design, and preparation of preliminary design for rain gardens; and **Amendment No. 3** work related to additional survey, design, and final plans for the alleyway and parking lot between NW 29th Street and NW 30th Street along Paseo Drive, preparation of right-of-way easements, electrical design and coordination for the proposed irrigation system, adjustments to the plan drawings of the proposed site furnishings and sidewalk pavement design, and right-of-way staking; and **Amendment No. 4** work related to additional design services); including Exhibit A, and including but not limited to the following:

- II. Amend **Paragraph 5. Compensation**. to read as follows:

**Compensation**. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$423,414 (an increase of \$64,186), which includes: for Basic Services an amount not to exceed \$396,064 (an increase of \$64,186) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$27,350, as specifically set forth in Exhibit E attached hereto and incorporated herein.

- III. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A – Scope of Work (added by Amendment No. 4)**”:

**Exhibit A – Scope of Work  
(Added by Amendment No. 4)**

The additional scope of services includes the additional design, plan production, and meetings associated with the roadway improvements for the Paseo District Streetscape. Additional design items requested by the City include:

- Analysis and design of proposed dumpster locations for the parking lot on the east side of Dewey Avenue for Su Casa and Holly Rollers, the dumpster location for the Goro Ramen restaurant, and the proposed dumpster location for Paseo Grill along NW 28th Street.
- Additional ADA ramp options within the alleyway at Eden's on the east side of Paseo Drive.
- Additional design along NW 29th Street to the west of Paseo Drive for the on-street parking at the Oasis Apartments. This included design of additional on-street parking spaces, retaining wall, and additional sidewalk to the east to connect to Lee Avenue.
- Drainage analysis and design adjustments at the alleyway entry to the south of Oklahoma Shakespeare.
- Patio design adjustments and alternatives in front of Picasso Café.
- Additional sidewalk design at Casa Rosa Apartments and along the west side of Dewey Avenue, north of NW 29th Street.
- Exhibits for the submission to Traffic Commission for on-street parking and mid-block crossings.
- Space planning exhibits for Paseo Arts Festival.
- Additional right-of-way easement at Picasso Café and Studio 6.
- Two (2) rendered views of the Picasso Café.
- Three (3) additional field meetings with stakeholders.
- Two (2) presentations to the Paseo Merchants Association and the Paseo Arts Association Board.
- Weekly construction administration meetings, instead of bi-weekly meetings.



## **TASK 1 – NOT NEEDED FOR THIS AMENDMENT**

## **TASK 2 – FINAL PLANS**

This task includes the work required to complete final design plans and specifications for construction of the Paseo District Streetscape. Detailed scope items are as follows:

- Revisions and preparation of design plans, exhibits, renderings, specifications, and estimate for the additional design items listed above.
- Attending three (3) field meetings with stakeholders to discuss design concerns and design options.
- Attending and presenting to the Paseo Merchants Association and the Paseo Arts Association Board.
- Easement exhibit preparation for a proposed easement at the parking lot for Picasso Café and at Studio 6.

## **TASK 3 – NOT NEEDED FOR THIS AMENDMENT**

## **TASK 4 – CONSTRUCTION ADMINISTRATION PHASE**

This task includes the work required to perform the additional construction administration for the additional design items listed above. Detailed scope items are as follows:

- Conduct weekly construction progress meetings in lieu of the bi-weekly construction meetings.
- Review contractor's submittals.
- Review and recommend approval for payment of contractor's claims.

## **TASK 5 – AS-BUILT DRAWINGS**

This task includes the work required to obtain field changes to the plans and specifications as well as incorporate any changes reflected in the contractor-supplied G.P.S. As-Built Survey into the project drawings. They will be submitted as As-Built plans.

IV. Amend **EXHIBIT B – COMPENSATION** to read as follows:

### **EXHIBIT B COMPENSATION PROJECT NO. PC-0612 STREETSCAPE**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$423,414 (an increase of \$64,186) which includes: for Basic Services an amount not to exceed \$396,064 (an increase of \$64,186) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$27,350 as specifically set forth in Exhibit E.

#### **B.I. Basic Work and Services**

Compensation for basic services may not exceed \$396,064 (an increase of \$64,186), and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:  
\$144,177

Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.

Task 2 an additional amount not to exceed:  
\$164,136 (an increase of \$39,370)

Completion and acceptance by the City of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:  
\$11,853

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$68,297 (an increase of \$22,848)

Upon completion and final acceptance by the City of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.


Task 5 an additional amount not to exceed:  
\$7,601 (an increase of \$1,968)

Upon satisfactory completion and acceptance of the project as-built drawings.

**IT IS UNDERSTOOD AND AGREED BY AND BETWEEN**, the City and the Engineer that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

**IN WITNESS WHEREOF**, this Amendment was executed and approved by the Engineer this \_\_\_\_ day of 12/18/2023 | 8:21 AM EST.

**CEC CORPORATION**

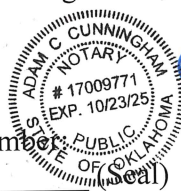
DocuSigned by:  
  
 F6759990217C40F...  
 President

**ATTEST:**

**STATE OF OKLAHOMA** )  
 ) **SS**  
**COUNTY OF OKLAHOMA** )

This instrument was acknowledged before me on this 18<sup>th</sup> day of December, 2023, by Doug Glenn, P.E., as President of CEC Corporation.

My Commission Expires/Commission Number 10-23-25 / 17009771

 Adam C. Cunningham  
 Notary Public

**IN WITNESS WHEREOF**, this Amendment was approved and executed by The City of Oklahoma City this 16TH day of JANUARY, 2024.

**ATTEST:**

Amy K. Simpson  
 City Clerk



**THE CITY OF OKLAHOMA CITY**

David Holt  
 Mayor

**REVIEWED** for form and legality.

Patrick Mann  
 Assistant Municipal Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032  www.mclaughlin-ins.com		<b>CONTACT NAME:</b> McLaughlin Insurance Agency <b>PHONE (A/C, No. Ext):</b> 469-941-4101 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> CEC Corporation 4555 W. Memorial Rd Oklahoma City OK 73142		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Phoenix Insurance Company <b>INSURER B:</b> Charter Oak Fire Insurance Company <b>INSURER C:</b> Travelers Property Casualty Co of Amer <b>INSURER D:</b> Travelers Casualty Ins Co of America <b>INSURER E:</b> Travelers Casualty and Surety Co of Amer <b>INSURER F:</b>	
		<b>NAIC #</b>	
		25623	
		25615	
		25674	
		19046	
		31194	

## COVERAGES

**CERTIFICATE NUMBER:** 77701626

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible Amount: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-8W859405	6/8/2023	6/8/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$500,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Deductible Amount: \$3,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2023	6/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2023	6/8/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	UB-8W859718	6/8/2023	6/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	<b>Professional Liability</b> Ded. Amount: \$25,000 Per Claim/Agg.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	107269615	6/8/2023	6/8/2024	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. RE: Project No. PC-0612 Streetscape Amendment 4.

## CERTIFICATE HOLDER

The City of Oklahoma City  
 and its participating public trust  
 Dept. of Public Works  
 420 W. Main Street, 7th Floor  
 Oklahoma City, OK 73102

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Jeff McLaughlin

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**ACORD 25 (2016/03)**

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