

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 27TH day of AUGUST, 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 August 31, 2021 as follows:

Project Nos. PC-0731, Bike Route;
TC-0508, Intersection Improvements; MS-0096, Sidewalks; and
TC-0545, Intersection Improvements; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to constructing a bike route along NW Grand Boulevard and North Independence Avenue to connect to the Bert Cooper Trail (PC-0731); intersection improvements at North Independence Avenue and NW Expressway (TC-0508); sidewalks on North Independence Avenue between NW 47th Street and NW 67th Street (MS-0096); and additional intersection improvements at North Independence Avenue and NW Expressway (TC-0545); and

WHEREAS, subsequent to the execution of the original contract, it has been determined to direct the Engineer to perform a pre-construction and post-construction topographic survey PC-0731, in order to quantify volumes of excavation, and verify quantities of installed sidewalk and driveway; 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 \$354,478 for engineering services

For Amendment No. 1:

Not to exceed \$42,997 for engineering services

Total Amended Contract:

Not to exceed \$397,475 for all services (an increase of \$42,997); and

WHEREAS, both parties agree to 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 perform a pre-construction and post-construction topographic survey for PC-0731 in order to quantify volumes of excavation, and verify quantities of installed sidewalk and driveway) and 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 \$397,175 (an increase of \$42,997, which includes: for Basic Services an amount not to exceed \$327,475 (an increase of \$42,997), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$70,000, 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. 1)**”:

**Exhibit A – Scope of Work
(Added by Amendment No. 1)**

The scope of the project will involve utilizing multiple sources of data available to the Engineer to generate a pre-construction and post-construction topographic surface for the project in order to quantify volumes of excavation and check quantities of installed sidewalk and driveway.



This scope also includes fee for the necessary design effort to analyze the two surfaces in Civil 3D and provide earthwork quantities to the City and to discuss our findings with City staff and the Contractor. The Engineer's deliverable shall include a .dwg submittal of the prepared surfaces and a technical memo summarizing our findings.

ITEMS *EXCLUDED* FROM THE SCOPE OF WORK

- Utilization of collected survey for as-built preparation or any purpose not described above.
- Public Meetings

TOPOGRAPHIC SURVEY

- Tie to existing project control established in original design survey by the Engineer.
- No benchmarks are needed.
- Perform mobile Lidar scanning of entire corridor
 - Shoot Mobile Lidar control at approximately 1,000' intervals (existing hard surface features that were present prior to construction)
 - Collect NSSDA verification points
 - Research and download NearMap & 3DEP data
 - Perform mobile Lidar Scanning (approx. 2.1 miles)
 - Perform QC on all data sources
 - Integrate NearMap/3DEP data with Mobile Lidar data
 - Generate pre-construction and post-construction surface/dtm
- Utilities:
 - No Utilities will be surveyed

DELIVERABLES

- Civil 3d file of the pre-construction and post-construction surface/dtm
- Survey Control and Topographic Survey Certifications

Items *EXCLUDED from* the Scope of Work

- Any items not explicitly stated above

PROJECT SCHEDULE

Following receipt of our Notice to Proceed, the Engineer will coordinate a submittal timeline with the appropriate CEC design project manager.

NOTES

- Any services not included in the scope will be an additional charge utilizing the most current approved hourly rates.
- On occasion, the schedule may be affected by inclement weather, equipment malfunction(s), and/or unforeseen events. If a submittal delay is expected, the Engineer will contact the design project manager and coordinate a new submittal timeline.

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

**EXHIBIT B
COMPENSATION
PROJECT NOS. PC-0731, BIKE ROUTE;
TC-0508, INTERSECTION IMPROVEMENTS; MS-0096, SIDEWALKS; AND
TC-0545, INTERSECTION IMPROVEMENTS**

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 \$397,475 (an increase of \$42,997) which includes: for Basic Services an amount not to exceed \$327,475 (an increase of \$42,997), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$70,000 as specifically set forth in Exhibit E.

**Project No. PC-0731
B.I. Basic Work and Services**

Compensation for basic services may not exceed \$114,005 (an increase of \$42,997), 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 1A an amount not to exceed:
Not required for this project

Task 1B an additional amount not to exceed:
\$65,974 (an increase of \$31,600)

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:
\$27,856

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

Task 3 an additional amount not to exceed:
Not required for this project

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$16,177 (an increase of \$11,397)

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:
\$3,998

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

Project No. TC-0508
B.II. Basic Work and Services

Compensation for basic services may not exceed \$72,496, 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 1A an amount not to exceed:
Not required for this project.

Task 1B an amount not to exceed:
\$41,192

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:
\$20,872

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

Task 3 an additional amount not to exceed:
Not required for this project

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$9,080

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:
\$1,352

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

Project No. MS-0096
B.III. Basic Work and Services

Compensation for basic services may not exceed \$73,392, 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 1A an amount not to exceed:
Not required for this project.

Task 1B an additional amount not to exceed:
\$27,744

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:
\$29,980

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

Task 3 an additional amount not to exceed:
Not required for this project

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$13,960

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:
\$1,708

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

Project No. TC-0545
B.IV. Basic Work and Services

Compensation for basic services may not exceed \$67,582, 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 1A an amount not to exceed:
\$25,700

Completion and submittal of the Traffic Study and Counts for the project.

Task 1B an additional amount not to exceed:
\$18,120

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:
\$12,564

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

Task 3 an additional amount not to exceed:
\$2,712

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$5,312

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:
\$3,174

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

[Remainder of this page intentionally left blank]

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 _____, 20 _____.

CEC CORPORATION

ATTEST:

Signed by: 
President

8/12/2024 | 9:25 AM CDT

STATE OF Oklahoma)
) SS
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 12th day August, 2024, by Doug Glenn, as President of CEC Corporation.



My Commission Expires/My Commission Number:

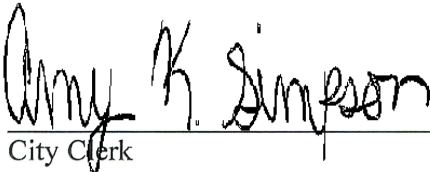
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Notary Public


IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 27TH day of AUGUST, 20 24.

THE CITY OF OKLAHOMA CITY

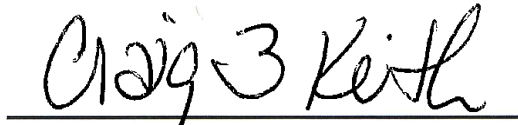
ATTEST:


City Clerk




Mayor

REVIEWED for form and legality.


Assistant Municipal Counselor