

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

This amendment is made and entered into this 25TH day of FEBRUARY, 2025, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and CEC Corporation, herein called "Engineer".

**WITNESSETH:**

**WHEREAS**, the Trust and the Engineer entered into an agreement on April 28, 2020, as follows:

Project No. BC-0229  
Bridge Rehabilitation; and

**WHEREAS**, the Trust engaged the services of the Engineer to provide for design and all other engineering services related to bridge rehabilitation on North May Avenue over NW Expressway "project"; and

**WHEREAS**, subsequent to execution of the original contract, the Engineer completed the Traffic Pattern Analysis and Conceptual Report and the original contract provided for possible future amendment to engage the services of the Engineer to provide preparation of a Preliminary Report, Final Plans and Specifications, Bidding, Construction Administration and other services related to this project; and

**WHEREAS**, it was determined to be in the best interest of the Trust to direct the Engineer to provide survey services and traffic counts and analysis, in addition to preparation of the Preliminary Report, Final Plans and Specifications, and As-Built services; and

**WHEREAS**, it was also necessary to increase Exhibit E – Additional Services to provide for preparation of easement documents and right-of-way staking; and

**WHEREAS**, the Oklahoma Department of Transportation (ODOT) will provide bidding and construction administration services for the project; and

**WHEREAS**, the findings of the Traffic Pattern Analysis and Conceptual Report indicated a new estimated construction cost of \$7,449,720 (an increase of \$6,162,071); and

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

**WHEREAS**, 2007 General Obligation Bond Authorization Funds became available to fully fund the project and by Joint Resolution between the OCMFA and The City, the OCMFA advanced engineering services contract and related expenses were purchased from the OCMFA by The City and the contract was assigned from the OCMFA to The City; and

**WHEREAS**, subsequent to execution of the original contract as previously amended, it has been determined that additional funding is required to perform geotechnical investigation; and

**WHEREAS**, the above referenced work was approved 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 renderings of the diverging diamond interchange and the roundabout interchange; and

**WHEREAS**, the Engineer also expedited the project schedule due to ODOT funding; and

**WHEREAS**, ODOT requirements associated with ODOT funding that were inadvertently omitted from Amendment No. 1 were included; and

**WHEREAS**, the above referenced work was approved 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 examine options for aesthetics and beautification packages for the interchange, provide visual inspection and load rating of the existing bridge sized reinforced concrete box (RCB), and revise bridge plans to detail the modification or partial reconstruction of the RCB west end section, and structural detail required for the proposed storm sewer; and

**WHEREAS**, the estimated construction cost is \$13,567,344 (an increase of \$617,342); and

**WHEREAS**, the original contract must be amended to provide for the Engineer's increased scope of work as outlined above 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 \$47,081 for engineering services

For Amendment No. 1:

Not to exceed \$734,475 for engineering services

For Amendment No. 2:

Not to exceed \$16,655 for engineering services

For Amendment No. 3:

Not to exceed \$155,450 for engineering services

For Amendment No. 4:

Not to exceed \$78,500 for engineering services

Total Amended Contract:

Not to exceed \$1,032,161 for all services (an increase of \$78,500); 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 Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to survey services and traffic counts and analysis, preparation of the Preliminary Report, Final Plans, and As-Built Services, and providing easement documents and right-of-way staking; and **Amendment No. 2** work related to additional funding for geotechnical investigation; and **Amendment No. 3** work related to providing renderings of the diverging diamond interchange and the roundabout interchange, expediting the project schedule due to ODOT funding, and incorporating ODOT requirements associated with ODOT funding that were inadvertently omitted from Amendment No. 1 are included; and **Amendment No. 4** work related to examining options for aesthetics and beautification packages for the interchange, providing visual inspection and load rating of the existing bridge sized reinforced concrete box (RCB), and revise bridge plans detailing the modification or partial reconstruction of the RCB west end section, and structural detailing required for the proposed storm sewer).

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 \$1,032,161 (an increase of \$78,500), which includes: for Basic Services an amount not to exceed \$1,025,679 (an increase of \$78,500), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$6,482, 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)**

### **GENERAL SCOPE OF SERVICES**

The additional scope of services includes the investigation of options for aesthetics and beautification packages for the interchange, visual inspection and load rating of the existing bridge sized reinforced concrete box (RCB), bridge plans detailing the modification or partial reconstruction of the RCB west end section, and structural detailing required for the proposed storm sewer as described below.

### **PROJECT DESCRIPTION**

The following improvements are included in the scope of work for the interchange at NW Expressway and N. May Avenue:

- The City requested the investigation of options for aesthetics and beautification packages for the interchange. The following information and services were provided:
  - Updated renderings for the interchange
  - Construction cost estimating for aesthetic and landscaping options
  - Review meetings and collaborative meetings to discuss options for the interchange
- Improvements to the drainage system on the northwest side of the project require modification or partial reconstruction of the existing 2-12' x 8' RCB on the north side of the project. The following services are required:
  - Visual inspection of the bridge sized RCB barrel interior to determine existing condition.
  - Perform load rating calculations based on the City of Oklahoma City Standard Reinforced Concrete Box – Two Cell (D-302) structural details for the proposed grade change and the following load vehicles: H-20, HS-20, Type 3-3, EV3, and SHV
  - Design Memo with photo documentation of the condition of the existing bridge structure and the findings from the load rating analysis.
  - Design and development of construction plans to modify or partially reconstruct the west end section for the connection of the proposed 66-inch diameter storm sewer trunkline to the RCB.
- Improvements to the drainage system on the south side of the project require modification or partial reconstruction of the existing 6' x 6' RCB crossing Northwest Expressway. The following services are required:
  - Design and development of construction plans to connect the proposed 36-inch diameter storm sewer lines to the existing RCB at two locations.
- Improvements to the drainage system require the use of a non-standard curb inlet on the north side of the project. The following services are required:
  - Design and development of construction plans for one (1) non-standard curb inlet.

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

TASK 2 – FINAL PLANS

This task includes the additional work required to prepare design plans for construction of the project as described in the Project Description section above.

TASK 3 – NOT NEEDED

TASK 4 – NOT NEEDED

TASK 5 – NOT CHANGED FOR THIS AMENDMENT

[the remainder of this page intentionally left blank.]

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

**EXHIBIT B  
COMPENSATION  
PROJECT NO. BC-0229  
BRIDGE REHABILITATION**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$1,032,161 (an increase of \$78,500), which includes: for Basic Services an amount not to exceed \$1,025,679 (an increase of \$78,500), which is specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$6,482 as specifically set forth in Exhibit E.

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

Compensation for basic services may not exceed \$1,025,679 (an increase of \$78,500), 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.1 an additional amount not to exceed:  
\$3,500

Completion of the Traffic Pattern Analysis.

Task 1A.2 an additional amount not to exceed:  
\$43,581

Completion and submittal to the City Engineer of the 5% Conceptual Report.

Task 1A.3 (added by Amendment No. 1)  
An additional amount not to exceed:  
\$87,920

Completion and submittal of the Survey Services.

Task 1A.4 (added by Amendment No. 1)  
An additional amount not to exceed:  
\$36,800

Completion and submittal of the Traffic Counts and Analysis.

Task 1B an additional amount not to exceed:

\$251,766

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

The breakdown for Task 1B is as follows:

Geotechnical Investigation

\$77,900

Preliminary Report

\$163,866

Renderings and Visualization

\$10,000 (added by Amendment No. 3)

Task 2 an additional amount not to exceed:  
\$589,680 (an increase of \$78,500)

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

Task 3 an additional amount not to exceed:  
To be provided by ODOT

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
To be provided by ODOT

Upon completion and final acceptance by the Trust 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:  
\$12,432

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

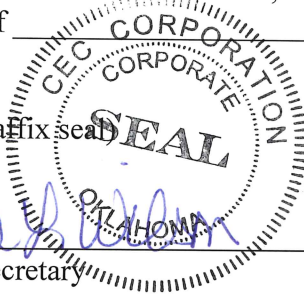
**[Remainder of this page intentionally left blank]**

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 2/6/2025 | 1:48 PM CST

ATTEST: (affix seal)

Maria B. Williams  
Corporate Secretary



CEC CORPORATION

Signed by:  
Kyle Morse  
166012234BBA4B9...  
Authorized Representative

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 25TH day of FEBRUARY, 20 25.

ATTEST:

Amy K Simpson  
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt  
Mayor

REVIEWED for form and legality.

Craig Keith  
Assistant Municipal Counselor





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2025

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> Amanda Chaffee <b>PHONE (A/C, No. Ext):</b> 469-941-4101 <b>E-MAIL ADDRESS:</b> amanda@mclaughlin-ins.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Phoenix Insurance Company <b>INSURER B:</b> Travelers Property Casualty Co of Amer <b>INSURER C:</b> Travelers Casualty Co of Connecticut <b>INSURER D:</b> Travelers Casualty and Surety Co of Amer <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25623 25674 36170 31194
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## COVERAGES

CERTIFICATE NUMBER: 83814278

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	6/8/2024	6/8/2025	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 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <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: \$1,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2024	6/8/2025	\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2024	6/8/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UB-8W859718	6/8/2024	6/8/2025	<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
D	Professional Liability Ded. Amount: \$25,000 Per Claim/Agg.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	107269615	6/8/2024	6/8/2025	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 public 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: OKC - BC-0229 Bridge Rehabilitation.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City  
& its participating public trusts  
Department of Public Works  
420 W. Main Street, 7th Floor  
Oklahoma City, OK 73102

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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