

AMENDMENT NO. 3 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 30TH day of JANUARY, 2024, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and Smith Roberts Baldischwiler, LLC, herein called "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on February 8, 2021 as follows:

Project Nos. PC-0703, Street Enhancements,
and PC-0727, Street Resurfacing; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to street enhancements and resurfacing, "Auto Alley" area along North Broadway Avenue from NW 4th Street to West Park Place; 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 conduct a full traffic study along North Broadway Avenue, from NW 4th Street extending three additional blocks north of the project area to NW 13th Street; and

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

WHEREAS, the original contract provided for a conceptual plan which included the "Auto Alley" Corridor from NW 4th Street to West Park Place, with initial improvements to be designed from NW 7th Street to NW 10th Street; and

WHEREAS, subsequent to the execution of the original contract as previously amended, and upon completion and submittal of the conceptual plan, it was determined to extend the initial area for street enhancements to include NW 4th Street to West Park Place along North Broadway Avenue (Project PC-0703); and

WHEREAS, the Engineer was required to provide additional coordination with stakeholders, additional topographic survey, traffic signal modifications, design, and final plans for the additional enhancements; and

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

WHEREAS, subsequent to the 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 design services for three bid alternates to be incorporated into Project PC-0703; and

WHEREAS, the base bid will include the improvements along Broadway Avenue, from NW 6th Street to NW 10th Street; Alternate 1 includes NW 5th Street to NW 6th Street; Alternate 2 includes NW 4th Street to NW 5th Street; and Alternate 3 includes NW 10th to Broadway Circle/Park Place; and

WHEREAS, the Engineer will also be required to perform driveway closure research, attend meetings with property owners and stakeholders, and prepare additional presentation documents related to the alternates; and

WHEREAS, services for driveway closure research, meetings attendance, and preparation of additional presentation documents will be authorized by a separate work order utilizing available funds from the original contract provided in Exhibit E – Additional Services; 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 \$246,049 for engineering services

For Amendment No. 1:

Not to exceed \$30,504 for engineering services

For Amendment No. 2:

Not to exceed \$119,548 for engineering services

For Amendment No. 3:

Not to exceed \$48,000 for engineering services

Total Amended Contract:

Not to exceed \$444,101 for all services (an increase of \$48,000); 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 conducting a traffic study along North Broadway Avenue from NW 4th Street to NW 13th Street; and **Amendment No. 2** work related to additional coordination with stakeholders, topographic survey, traffic signal modifications, design, and final plans for street enhancements in the extended project area for PC-0703; and **Amendment No. 3** work related to design services for three bid alternates to be incorporated into the project); 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 \$444,101 (an increase of \$48,000), which includes: for Basic Services an amount not to exceed \$419,124 (an increase of \$48,000) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$24,977, 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. 3)**”:

**Exhibit A – Scope of Work
(Added by Amendment No. 3)**

Task 2 - Final Construction Plans

1. The development of a Bid Alternate #1 to which includes the block along Broadway Avenue between N.W. 5th Street and N.W. 6th Street.
 - a. This will require the design of an alternate project termination and tie-in that will need to be shown in the plans. Alternate Bid Items separated within the Bid Item summary.
 - b. Separate sheets which had originally been included in the bid, with new transitions and drawings with show the project termination points.
2. The development of a Bid Alternate #2 which will include consistent improvements to the block along Broadway Avenue between N.W. 4th Street (with matching transition to the south) and N.W. 5th Street.
 - a. This will require the design of an alternate project termination and tie-in that will need to be shown in the plans. Alternate Bid Items separated within the Bid Item summary.
 - b. Separate sheets which had originally been included in the bid, with new transitions and drawings with show the project termination points.

3. The development of Bid Alternate #3 which will include the blocks along Broadway Avenue between N.W. 10th Street and Circle/Park Place.
 - a. This will require the design of an alternate project termination and tie-in that will need to be shown in the plans. Alternate Bid Items separated within the Bid Item summary.
 - b. Separate sheets which had originally been included in the bid, with new transitions and drawings with show the project termination points.

Task 3 – Bidding Services

Separate bid item within bid form, evaluation of bids by contractors for each alternate.

Task 4 – Construction Administration Services

Management of bid items within the contract administration for selected alternate(s).

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

**EXHIBIT B
COMPENSATION
PROJECT NOS. PC-0703, STREET ENHANCEMENTS,
AND PC-0727, STREET RESURFACING**

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 \$444,101 (an increase of \$48,000) which includes: for Basic Services an amount not to exceed \$419,124 (an increase of \$48,000), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$24,977 as specifically set forth in Exhibit E.

**B.I. Basic Work and Services
Project PC-0703**

Compensation for basic services may not exceed \$370,899 (an increase of \$48,000), 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:
\$97,979

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:
\$207,135 (an increase of \$45,500)

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

Task 3 an additional amount not to exceed:
\$12,737 (an increase of \$1,500)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$47,320 (an increase of \$1,000)

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:
\$5,728

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

B.II. Basic Work and Services

Project PC-0727

Compensation for basic services may not exceed \$48,225, 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:
\$10,375

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:
\$20,695

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

Task 3 an additional amount not to exceed:
\$2,851

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$12,710

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:
\$1,594

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 5th day of January, 20 24.

SMITH ROBERTS BALDISCHWILER, LLC

Craig H Wallace
President

ATTEST:

STATE OF Oklahoma)
) SS
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 5 day January, 2024, by Craig H Wallace, as President of SRB, LLC.

My Commission Expires/My Commission Number:



4/26 / 22004604 Krista L Weber
Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 30TH day of JANUARY, 20 24.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



SMITBAL01C

MSCHURIG

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).

PRODUCER License # 1017969 INSURICA 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Michelle Schurig PHONE (A/C, No, Ext): (405) 556-2217 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: Michelle.Schurig@INSURICA.com
INSURED Smith-Roberts Baldischwiler LLC 100 NE 5th Street Oklahoma City, OK 73104	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company 20443 INSURER B : Continental Insurance Company 35289 INSURER C : National Fire Insurance Co. of Hartford 20478 INSURER D : Hamilton Insurance DAC INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6079846635	12/18/2023	12/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6079846649	12/18/2023	12/18/2024	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6079846618	12/18/2023	12/18/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC679846621	12/18/2023	12/18/2024	<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
D	Professional Liab			EOHS214383	1/1/2023	1/1/2024	Per Occurrence 2,000,000
D	Professional Liab			EOHS214383	1/1/2023	1/1/2024	Aggregate Limit 2,000,000

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

PROJECT: PC-0703, STREET ENHANCEMENTS, AND PC-0727, STREET RESURFACING

Certificate Holder and/or any participating public trust are included as Additional Insured as respects General Liability and Auto Liability and a Waiver of Subrogation is included as respects General Liability, Auto Liability and Workers' Compensation for work performed by the named insured, if required in written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City Department of Public Works 420 West Main Street, Seventh 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
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