

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 8TH day of APRIL, 2025, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and Kimley-Horn and Associates, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on December 19, 2023 as follows:

Project No. MC-0645
New Fiber Corridor for the Information Technology Data Center; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to a new Fiber Corridor for the Information Technology Data Center located at 3738 SW 15th Street, Central Maintenance Facility; and

WHEREAS, the original contract included Data Collection and Workshops to evaluate and to establish design criteria, with the possibility of a future amendment for preparation of a Preliminary Report, Final Plans and Specifications, Bidding, Construction Administration and other services related to this project; and

WHEREAS, the design criteria has been established and it is in the best interest of the City to direct the Engineer proceed with the remaining tasks; and

WHEREAS, additionally ODOT funding has been secured, therefore, the project shall be designed and constructed in accordance with current applicable Oklahoma Department of Transportation (ODOT) policies, manuals, and standards; 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 \$23,500 for engineering services

For Amendment No. 1:

Not to exceed \$1,177,882 for engineering services

Total Amended Contract:

Not to exceed \$1,201,382 for all services (an increase of \$1,177,882); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

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

Engineering 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 of a Preliminary Report, Final Plans and Specifications, Bidding, Construction Administration and other services related to this project in accordance with current applicable ODOT policies, manuals, and standards); and including Exhibit A, and including but not limited to the following:

I. 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 \$1,201,382 (an increase of \$1,177,882), which includes: for Basic Services an amount not to exceed \$1,201,382 (an increase of \$1,177,882), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed (by possible future amendment), as specifically set forth in Exhibit E attached hereto and incorporated herein.

II. Amend **Paragraph 17. Work Orders.** by modification of the following:

Work Orders. The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City Engineer. The Engineer shall complete and submit the Preliminary Report Services - Task 1B within one hundred fifty (150) calendar days of date of written work order from the City Engineer (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the work order), and shall complete and submit the Final Plan Services - Task 2 within one hundred twenty (120) calendar days of date of written work order from the City Engineer.

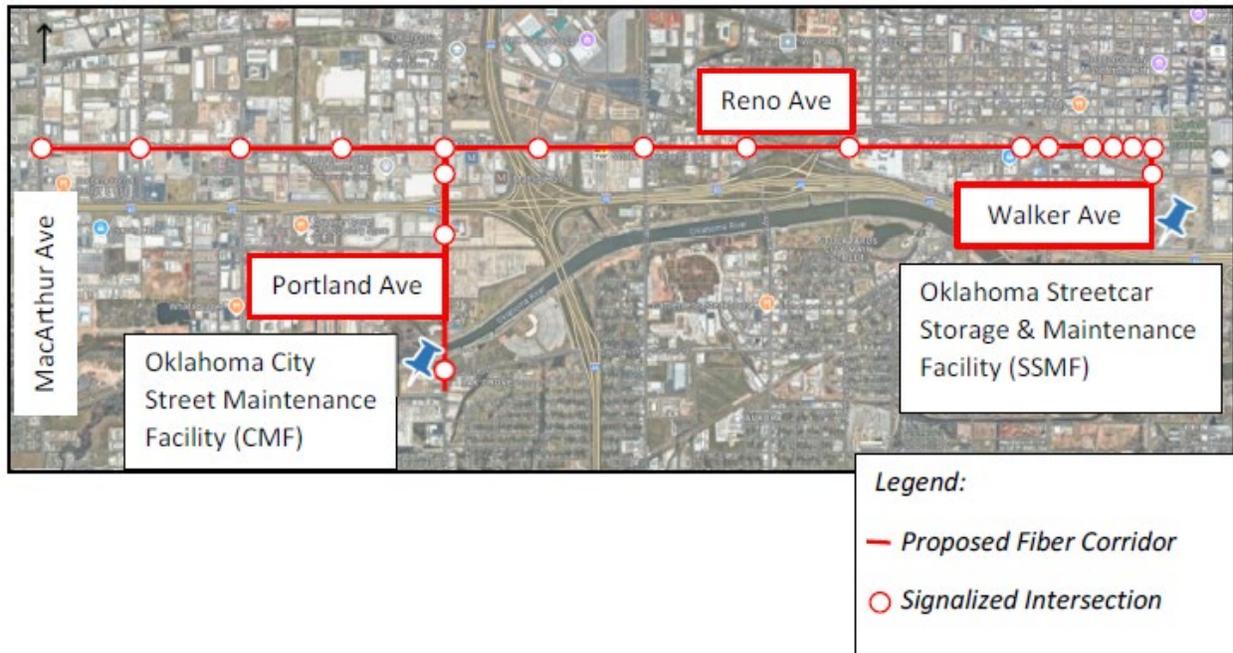
V. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following **“Exhibit A-Scope of Work (added by Amendment No. 1)”**:

Exhibit A-Scope of Work

PROJECT UNDERSTANDING

This project is funded by the 2017 General Obligation Bond (2017 GO Bond) and the Association Central Oklahoma Government (ACOG). The City has been awarded an ACOG grant for construction, which will be administered by the Oklahoma Department of Transportation (ODOT). The project consists of providing professional services to evaluate and design multiple fiber communication corridors in the City connecting key facilities and up to 19 signalized intersections. This project initially began with a “Task 1A” to establish the design criteria, coordinate with key

stakeholders, technology and technical specifications review, and scoping of the preliminary and final design. Below is the preferred alignment for the proposed Fiber backbone. This Amendment consists of the finalization of the Task 1B to develop a Preliminary Engineering Report (PER) followed by Task 2-5 for final design and construction. This amendment consists of the design services of the proposed backbone, as shown below, with no connections to ancillary facilities besides the Oklahoma City Street Maintenance Facility (CMF), Oklahoma City Storage and Maintenance Facility (SSMF), and the signalized intersections.



SCOPE OF SERVICES

The scope of services for the project amendment includes the following tasks:

Task 1B – Preliminary Engineering Report (PER)

The following descriptions are intended to supplement Section 2.A, Preliminary Report Services – Task 1B. Where conflicts exist, the language contained in Exhibit A governs.

This task will result in a Preliminary Engineering Report. Upon approval, the project will then proceed with the design phase of the project. The detailed scope of services for each subtask is outlined below:

A. Continued Stakeholder Coordination

The Consultant will provide coordination with up to five (5) key stakeholders via virtual Teams meetings. Stakeholders may include the following:

- USACOE – Permitting for a potential river crossing
- ODOT – Permitting and potential locations at I-40 bridge crossings
- Railroad Coordination
- Building Facility Managers
- Additional stakeholder

B. ROW/Easement and Utility Review

The Consultant will review the conceptual alignment for potential ROW impacts and utility impacts and begin initial coordination with owner/operators for the two (2) facility connections, up to four (4) on site meetings.

C. Preliminary Engineering Report

The Consultant will prepare a Preliminary Engineering Report (PER), by modifying and expanding the technical memorandum developed as part of the Task 1A. The PER will consist of the following:

a. Project Corridors

- i. S Walker Avenue from SW 7th Street to Reno Avenue
- ii. Reno Avenue from S Walker Avenue to S MacArthur Boulevard
- iii. N Portland Avenue from Reno Avenue to SW 15th Street

b. Scope of the project

- i. Finalize project goals and objectives
- ii. Methodology and preliminary analysis of the revised corridors
- iii. Fixed limit of construction (FLC) analysis
- iv. Technology specifications discussion
 - Fiber design
 - Facility termination
 - Traffic signal termination

c. Opinion of Probable Construction Cost (OPCC)

- Construction cost estimate of the base construction project

d. Decision Matrix

e. Recommendations

- Recommendations within the FLC
- Additional recommendations for consideration as bidding alternatives

Task 2 – Final Design

The following descriptions supplement Section 2.B, Final Plan Services – Task 2 of the Agreement. Where conflicts exist, the language contained in Exhibit A governs. This task will develop a set of plans and specifications suitable for proceeding with the bid phase of this project. The detailed scope of services for each subtask is outlined below.

A. Perform a field visit to identify design considerations for the linear fiber design. This will consist of:

- a. Field notes
- b. Establish preferred route
- c. Identification of key constraints
- d. Georeferenced field photos
- e. Considerations for bore pit locations
- f. Visible drainage structures.

Aerial photography will be obtained using Nearmap. Basemaps will be prepared along the proposed alignment, not from right-of-way to right-of-way.

B. Perform a field visit to identify design considerations for the intersection improvements. This will consist of field notes to document the following:

- a. Existing traffic signal and ground box condition
- b. Traffic signal controller location, equipment, and condition

- c. Potential splice enclosure location
 - d. Review of signalized intersection pedestrian accommodations and ADA compliance
 - e. Traffic signal and ADA improvements necessary
- Traffic signal and signalized intersection modifications consist of:
- a. Traffic signal cabinet and/or components to be replaced at the signalized intersection along the alignment Curb ramp improvements
 - b. Minor sidewalk connections, as necessary, this does not include linear sidewalk connections, just ramp to ramp connections at the intersection
 - c. ADA push button and pedestrian signal head upgrades
 - d. Traffic signal pole and signal head/backplate replacements
 - e. Intersection restriping to accommodate relocated crosswalk
 - f. Traffic signal detection upgrades

Aerial photography will be obtained using Nearmap. Basemaps for this project will be prepared for the extents of the traffic signal and intersection improvements, not from right-of-way to right-of-way. This design will not include roadway modifications, grading, and drainage improvements.

- C. Prepare engineering plan sheets, specifications and construction contract documents in accordance with the preliminary design report for project bidding and regulatory approval utilizing ODOT standards. Plans shall consist of 22" x 34" plan sheets. An initial 65% submittal will be included to begin ROW and utility coordination, as necessary. The design plans will then proceed to the 95% and a final submittal.

The plans will be designed using georeferenced aerials and City provided GIS data, and not topographic survey.

- D. The design will consist of the following design elements:
 - a. Cable and conduit routing based on field work, utility coordination, and available record drawings for up to seven (7) miles
 - b. Boring and trenching design for locations of bore pits and desired conduit
 - c. Existing bridge connection design at up to two (2) crossings for a rigid metal conduit suspension system
 - d. Patch panel terminations at up to two (2) facilities, consisting of the building penetration, basement /1st floor rack design adjacent to building penetration, and rack equipment per IT requirements
 - e. Splice enclosures for future connections at up to nineteen (19) signalized intersections, consisting of the splice enclosure specifications, ground box, and general notes
 - f. Ground boxes for terminations, splice enclosures, and network switches
 - g. Fiber design elements related to technical specifications of the fiber optic cable, grounding, and locating connections
 - h. Traffic signal improvements at up to 19 intersections. This does not include phasing and sequence diagrams as well as traffic signal timing plans. These items are not being modified for this project.

- i. ADA and sidewalk improvements at up to 19 signalized intersections. This work is limited to the ramps and the next immediate sidewalk panel sufficient to connect the ramp to the existing sidewalk infrastructure.
- j. Traffic pavement marking improvements at up to 19 signalized intersections, only when the crosswalks have been moved. This includes up to 100' in advance of the intersection, when crosswalks are required to be moved only.
- k. Utility coordination during the 65% design and 95% design, consisting of up to three (3) coordination efforts/meetings.
- l. Quantities anticipated for the proposed project

The plan set will consist of the following sheets:

- a. Cover sheet
- b. Location/Index map
- c. General notes
- d. Typical details
- e. Quantities
- f. Fiber optic system layout design
- g. Traffic signal modification plans
- h. Curb ramp, sidewalk, and pavement marking improvements at signalized intersections, as necessary
- i. Fiber optic splice charts
- j. Traffic control typical detail
- k. Traffic signal cabinet details
- l. Ground box details
- m. Termination details
- n. Erosion control plan

Specifications will follow the ODOT standard specifications. The City will provide to the Engineer the up-front general specifications as well as any City standard specifications for inclusion into the contract documents. The Engineer shall include additional technical specifications for materials and installation of the proposed improvements.

- E. This task includes up to six (6) meetings with up to three (3) in person to discuss the project, meetings may include:
 - a. Technical design meeting/comment review meeting
 - b. Utility coordination meetings
 - c. IT department coordination meeting
 - d. Facilities coordination meeting
 - e. ODOT/Stakeholders meeting
- F. Deliverables shall be in accordance with Section 2.B, Final Plan Services – Task 2 of the Agreement. This task includes up to three (3) rounds of complete, consolidated comments (limited to 65%, 95%, and final plan comments), and up to ten (10) ROW/easement legal documents consisting of metes and bounds information.

Task 3 - Bidding Services

per Section 2.C, Bidding Services – Task 3 of the Agreement, but utilizing the ODOT letting process.

Task 4 – Construction Administration Services

Per Section 2.D, Construction Administration Services – Task 4 of the Agreement in partnership with ODOT.

Task 5 – As-Built Drawing Services

Per Section 2.E, As-Built Drawing Services – Task 5 of the Agreement.

Schedule of Milestones

- A. Task 1B – Preliminary Engineering Report (PER) – Within 150 days from Notice to Proceed
- B. Task 2 - 65% Plans – 180 days from Approval of the PER
- C. Task 2 - 95% Plans – 150 days from resolution of the 65% comments
- D. Task 2 - Final Plans – 120 days from receipt and resolution of 95% design comments from the City

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

**EXHIBIT B
COMPENSATION
PROJECT NO. MC-0645
NEW FIBER CORRIDOR FOR THE INFORMATION TECHNOLOGY DATA CENTER**

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 \$1,201,382 (an increase of \$1,177,882), which includes: for Basic Services an amount not to exceed \$1,201,382 (an increase of \$1,177,882) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed (by possible future amendment) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,201,382 (an increase of \$1,177,882), 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:
\$23,500

Completion and submittal to the City of the
Data Collection and Workshops for the project.

Task 1B an amount not to exceed:
\$340,714 (an increase of \$340,714)

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:
\$696,990 (an increase of \$696,990)

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

Task 3 an additional amount not to exceed:
\$30,248 (an increase of \$30,248)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$91,950 (an increase of \$91,950)

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:
\$17,980 (an increase of \$17,980)

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

Task 6 an additional amount not to exceed:
(by possible future amendment)

Compensation for Inspection Services shall not be greater than the amount and value of the work and services performed by the Engineer.

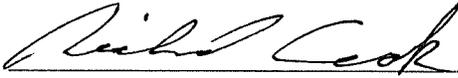
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IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Engineer that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a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

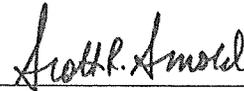
IN WITNESS WHEREOF, this Amendment was executed and approved by the Engineer this 20th day of March, 2025.

KIMLEY-HORN AND ASSOCIATES, INC.

ATTEST: (affix seal)


Secretary

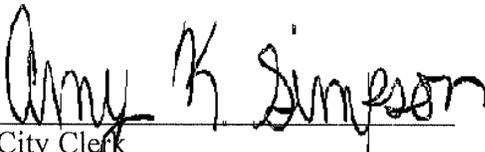



President/Vice President

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 8TH day of APRIL, 2025.

THE CITY OF OKLAHOMA CITY

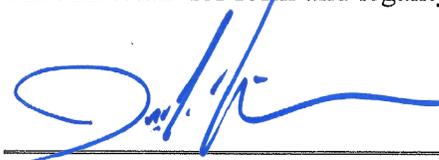
ATTEST:


City Clerk




Mayor

REVIEWED for form and legality.


Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2025

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).

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Greyling COI Specialist PHONE (A/C. No. Ext): 770-220-7699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No.):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		INSURER B: Allied World Assurance Co (U.S.) Inc.		19489
		INSURER C: New Hampshire Insurance Company		23841
		INSURER D: Lloyd's of London		85202
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2096063543

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 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	03127930	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
D	Professional Liability		Y	B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	\$ 5,000,000 \$ 5,000,000

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

Re: NEW FIBER CORRIDOR FOR THE INFORMATION TECHNOLOGY DATA CENTER; Luke Schmidt. The City of Oklahoma City and its participating trusts are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Separation of Insureds applies to the General Liability Policy. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City
and its participating Trusts
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

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE