

AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 20TH day of JUNE, 2023, by and between the City of Oklahoma City, a municipal corporation, herein called "City" and Kimley-Horn and Associates, Inc., herein "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on August 27, 2019 as follows:

Project No. PC-0614
Streetscape; and

WHEREAS, the City engaged the services of the Engineer to provide 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 Agnew Avenue and Youngs Boulevard from SW 8th Street to SW 15th Street and Exchange Avenue from Rockwood Avenue to Pennsylvania Avenue; and

WHEREAS, subsequent to the execution of the original contract, it was determined to be in the best interest of the City to direct the Engineer to design a carriage path from Youngs Boulevard to the Oklahoma River Park; and

WHEREAS, the Engineer will be required to perform a topographic survey along the alignment of the path, incorporate design changes in the river area into the Final Plans, and meet with property owners for changes to the driveways and parking area; and

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

WHEREAS, subsequent to the execution of the original contract as previously amended, and as a result of meeting with the Stockyard District and other stakeholders, it has been determined to expand the project limits to include the Agnew Avenue and Exchange Avenue intersection, Exchange Avenue from Agnew Avenue to South Pennsylvania Avenue, Youngs Boulevard from Oklahoma River Park parking lot to SW 13th Street, and South Agnew Avenue from SW 13th Street to SW 15th Street; and

WHEREAS, the Engineer will provide additional design efforts to include on-street parking, new driveways, bike lane exhibits, and additional sections to be milled and overlaid; and

WHEREAS, the Engineer will also perform additional survey, right-of-way documents, striping plans, cost estimates, and project coordination; 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 \$233,520 for engineering services

For Amendment No. 1:

Not to exceed \$13,000 for engineering services

For Amendment No. 2:

Not to exceed \$55,895 for engineering services

Total Amended Contract:

Not to exceed \$302,415 for all services (an increase of \$55,895); 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 performing a topographic survey and design of a carriage path from Youngs Boulevard to the Oklahoma River Park; and **Amendment No. 2** work related to design efforts to include on-street parking, new driveways, bike lane exhibits, and additional sections to be milled and overlaid, along with additional survey, right-of-way documents, striping plans, and cost estimates); 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 \$302,415 (an increase of \$55,895), which includes: for Basic Services an amount not to exceed \$277,415 (an increase of \$55,895) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$25,000, as specifically set forth in Exhibit E attached hereto and incorporated herein.

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

EXHIBIT B

**COMPENSATION
PROJECT NO. PC-0614
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 \$302,415 (an increase of \$55,895) which includes: for Basic Services an amount not to exceed \$277,415 (an increase of \$55,895) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$25,000 as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$277,415 (an increase of \$55,895) 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:
\$75,982

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:
\$149,303 (an increase of \$55,895)

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

Task 3 an additional amount not to exceed:
\$10,426

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$37,534

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:
CS 10/22/18

\$4,170

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

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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 19 day of May, 2023.

KIMLEY-HORN AND ASSOCIATES, INC.

Aaron K. Rader, P.E.

Senior Vice President

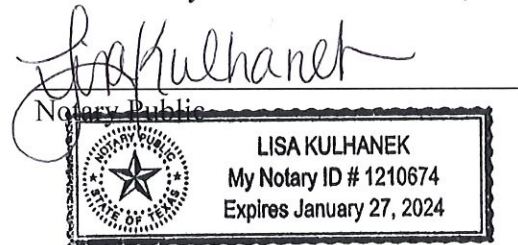
ATTEST:

Texas
STATE OF ~~OKLAHOMA~~)
Harris) SS
COUNTY OF ~~OKLAHOMA~~)

This instrument was acknowledged before me on this 19th day of May, 2023, by Aaron K. Rader, as Senior Vice President of Kimley-Horn and Associates, Inc.

My Commission Expires/My Commission Number:

1210674 / 01/27/2024
(Seal)



IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 20TH day of JUNE, 2023

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED for form and legality.

Chris Hall
Assistant Municipal Counselor

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/23/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 474">INSURER A : National Union Fire Ins Co of Pittsburg</td> <td data-bbox="1433 453 1563 474">19445</td> </tr> <tr> <td data-bbox="816 480 1433 501">INSURER B : Allied World Assurance Co (U.S.) Inc.</td> <td data-bbox="1433 480 1563 501">19489</td> </tr> <tr> <td data-bbox="816 508 1433 529">INSURER C : New Hampshire Insurance Company</td> <td data-bbox="1433 508 1563 529">23841</td> </tr> <tr> <td data-bbox="816 535 1433 556">INSURER D : Lloyd's of London</td> <td data-bbox="1433 535 1563 556">085202</td> </tr> <tr> <td data-bbox="816 562 1433 583">INSURER E :</td> <td data-bbox="1433 562 1563 583"></td> </tr> <tr> <td data-bbox="816 590 1433 611">INSURER F :</td> <td data-bbox="1433 590 1563 611"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of Pittsburg	19445	INSURER B : Allied World Assurance Co (U.S.) Inc.	19489	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Lloyd's of London	085202	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER: 23-24****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 INSR	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 checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2023	04/01/2024	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	04/01/2023	04/01/2024	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 DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC015893685 (AOS) WC015893686 (CA)	04/01/2023	04/01/2024	<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			B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: KHA Project #061292806, PC-0614 OKC STOCKYARDS STREETSCAPE AND GREEN INFRASTRUCTURE.

City of Oklahoma City is named as an Additional Insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City
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

