

AMENDMENT NO. 4 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 13TH 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 July 16, 2019 as follows:

Project No. PC-0649
Street Enhancements; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to street enhancements at North Walker Avenue between NW 23rd Street and NW 36th Street; 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 provide additional electrical design for an irrigation system necessary to maintain the proposed rain gardens at NW 28th Street and Walker Avenue and at NW 29th Street and Walker Avenue; and

WHEREAS, the work above was authorized under the auspices of **Amendment No. 1**; 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 incorporate enhancements for the alleyway between Walker Avenue and Hudson Avenue just north of NW 30th Street, to address pavement concerns within the project limits; and

WHEREAS, the Engineer was required to provide additional topographic survey services, design, and final plans for the alleyway enhancements; and

WHEREAS, additionally, a four-way stop was proposed at the intersection of NW 28th Street and Walker Avenue, thereby requiring the Engineer to petition the public, provide coordination efforts, and present the proposed four-way stop to the Traffic Commission; and

WHEREAS, the above work was authorized 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 incorporate on-street parking and sidewalk

enhancements along NW 24th Street, east of North Walker Avenue; and

WHEREAS, the Engineer was required to provide additional topographic survey, design, drainage analysis, plans production and as-built services for the on-street parking and sidewalk enhancements; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 3**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it has been determined additional design changes are necessary including but not limited to 1) structural design of the foundation system for the relocated sign at “The Pump”; 2) replacement of the proposed rain gardens at NW 30th Street and Walker Avenue with landscaping and providing soil foundation recommendations; 3) renderings of the Red Rooster; 4) topographic survey and design of the alleyway south of NW 28th Street, design of additional on-street parking at NW 27th Street and North Walker Avenue, additional legal easements needed for the design revisions; 5) separating quantities for the sidewalks along North Walker Avenue from NW 30th Street to NW 32nd Street to allow for construction as part of the Paseo Streetscape construction; and 6) and coordination with the Engineer of Record for SC-1097 to incorporate sanitary sewer improvements within the limits of this project; and

WHEREAS, it has also been determined that the remaining funds allocated to Additional Services will not be utilized, therefore, the funds will be reallocated to Basic Services to fund a portion of this amendment; and

WHEREAS, the original contract must be amended to incorporate the Engineer’s increased scope of work related to these services 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 \$202,635 for engineering services

For Amendment No. 1:

Not to exceed \$6,900 for engineering services

For Amendment No. 2:

Not to exceed \$23,058 for engineering services

For Amendment No. 3:

Not to exceed \$15,096 for engineering services

For Amendment No. 4:

Not to exceed \$69,515 for engineering services (reflects an increase of \$86,050 for Basic Services and a decrease of \$16,535 for Additional Services, resulting in an overall increase of \$69,515)

Total Amended Contract:

Not to exceed \$317,204 for all services (an increase of \$69,515); and

WHEREAS, all parties agree to assign and 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 additional electrical design for an irrigation system to maintain the proposed rain gardens; and **Amendment No. 2** work related to additional survey, design, and plan production for alleyway enhancements between Walker Avenue and Hudson Avenue just north of NW 30th Street, and petitioning of the public, coordination, and presentation with Traffic Commission for the proposed four-way stop at NW 28th Street and Walker Avenue; and **Amendment No. 3** work related to additional survey, design, and plan production for on-street parking and sidewalk enhancements along NW 24th Street, east of North Walker Avenue; and **Amendment No. 4** work related to 1) structural design of the foundation system for the relocated sign at “The Pump”; 2) replacement of the proposed rain gardens at NW 30th Street and Walker Avenue with landscaping and providing soil foundation recommendations; 3) renderings of the Red Rooster; 4) topographic survey and design of the alleyway south of NW 28th Street, design of additional on-street parking at NW 27th Street and North Walker Avenue, and additional legal easements needed for the design revisions; 5) separating quantities for the sidewalks along North Walker Avenue from NW 30th Street to NW 32nd Street to allow for construction as part of the Paseo Streetscape construction; and 6) and coordination with the Engineer of Record for SC-1097 to incorporate sanitary sewer improvements within the limits of this project); including Exhibit A, and including but not limited to the following:

II. Amend **Paragraph 5. Compensation**. to read as follows:

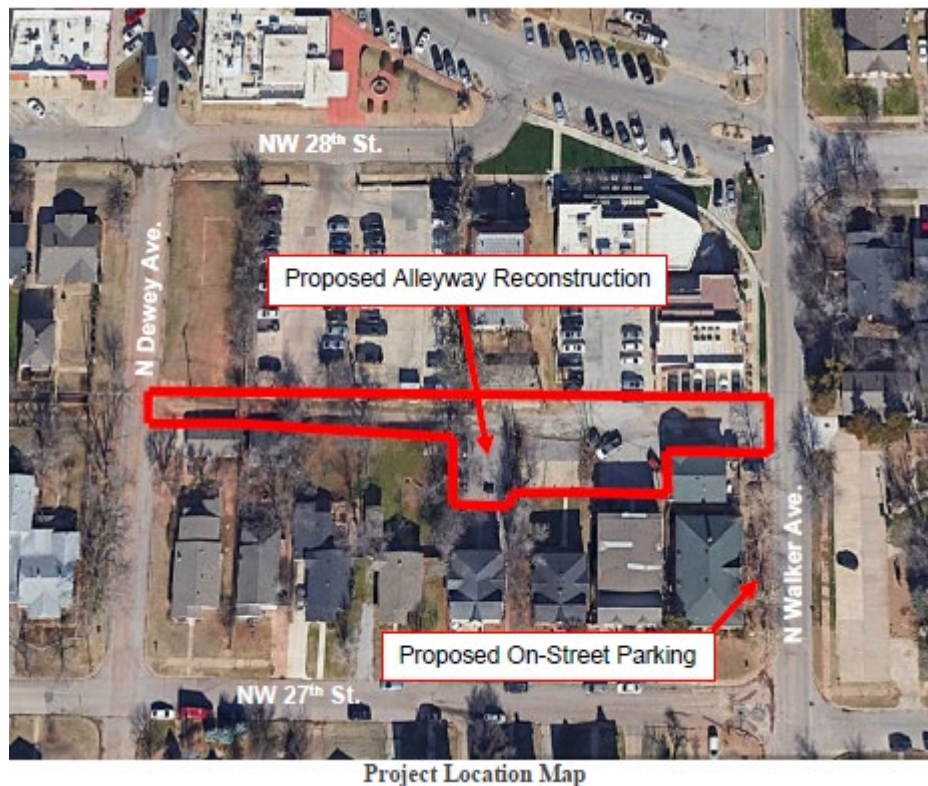
Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$317,204 (an increase of \$69,515), which includes: for Basic Services an amount not to exceed \$313,104 (an increase of \$86,050) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$4,100 (a decrease of \$16,535), 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)**

The additional scope of services includes the additional design changes requested by the City following final plans, structural design of the foundation system for the relocated sign at “The Pump”, landscaping and soil foundation recommendations at NW 30th Street and Walker Avenue, renderings of the Red Rooster, topographic survey and design of the alleyway south of NW 28th Street, design of additional on-street parking at NW 27th Street and Walker, and the additional legal easements needed for the design revisions.

See the location map below for the proposed alleyway design and proposed on-street parking.



DESIGN SERVICES

The added improvements included in this scope are proposed by the City and include the following:

- The inclusion and design of speed cushions to be included along Walker Avenue to help with traffic calming and added safety for pedestrians crossing the roadway.
- Separating the sidewalk design and quantities along Walker Avenue from NW 30th Street to NW 32nd Street to be constructed by Rudy Construction as part of the Paseo Streetscape construction.

- Eliminating the proposed rain gardens on the northwest and southwest corner of the Walker Avenue and Paseo Drive entrance and modifying the proposed landscaping for those corners of the intersection.
- Analyzing and providing additional pedestrian crossings along Walker Avenue at NW 25th Street, NW 26th Street, and NW 28th Street.
- Coordination with Tetra Tech for the proposed sanitary sewer improvements being designed under SC-1097 and including the sanitary sewer design sheets into the Walker Avenue plan set.
- Four (4) rendered views of the Red Rooster at the northeast corner of NW 30th Street and Walker Avenue.
- Landscaping and soil foundation recommendations for the green space along the building to the Red Rooster and the green spaces next to the outdoor seating area.
- Structural design of the foundation system for the relocated sign at “The Pump”.
- Topographic survey of the alleyway to the south of NW 28th Street from Dewey Avenue to Walker Avenue to analyze the drainage through the alleyway and to provide pavement reconstruction plans throughout the alleyway.
- Design of additional on-street parking for the apartments located at NW 27th Street and Walker Avenue.
- Preparation of three (3) right-of-way easements for acquisition.

TASK 1 – SURVEY SERVICES PHASE

This task includes the additional topographic survey of the alleyway to the south of NW 28th Street from Dewey Avenue to Walker Avenue and additional right-of-way easement preparation needed for the Walker Streetscape project.

- Preparation of three (3) right-of-way easement exhibits for acquisition.

SCOPE OF SURVEY

- Set a minimum of two (2) control points for horizontal and vertical purposes tied to original project control.
- Establish two (2) benchmarks in project vicinity and run differential level loop
- Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities
- Utilities: "OKIE811" will be contacted at least two (2) weeks prior to survey and the locations as marked will be obtained.
- The Engineer will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as “per atlas map” if said maps are provided to the Engineer by the Utility Owner.
- The Engineer is NOT responsible for unmarked or mismarked utilities
- Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- Finished Floor at thresholds (7 total)
- Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- Cross sections at 50’ density including applicable break lines

- Contours at 1.0' minimum density

DELIVERABLES

- Civil 3d file and AutoCAD file of all above items
- Topographic Survey sheet in pdf format (upon request)
- Survey Control and Topographic Survey Certifications

Items EXCLUDED from the Scope of Work

Any item not explicitly stated in the scope of survey

This task includes the work required to complete final design plans and specifications to include the design changes listed above. Detailed scope items are as follows:

- Preparation of final design plans, specifications, and estimate.
- Inclusion of sanitary sewer improvement plans (SC-1097) as part of the final construction plans for PC-0649.
- Structural design of the new foundation system for “The Pump” sign that is being relocated as part of the design project.
- Preparation of four (4) rendered views of the Red Rooster.
- Attend one (1) design review meeting with the City of Oklahoma City.

TASK 3 – NOT NEEDED FOR THIS AMENDMENT

TASK 4 – NOT NEEDED FOR THIS AMENDMENT

TASK 5 – AS-BUILT DRAWINGS

This task includes the work required to obtain field changes to the plans and specifications along Walker Avenue, as well as incorporation of any changes reflected in the contractor-supplied red-line mark-ups into the project drawings. They will be submitted as As-Built plans.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. PC-0649
STREET ENHANCEMENTS**

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 \$317,204 (an increase of \$69,515), which includes: for Basic Services an amount not to exceed \$313,104 (an increase of \$86,050) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$4,100 (a decrease of \$16,535), as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$313,104 (an increase of \$86,050), 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:
\$95,517 (an increase of \$5,700)

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:
\$171,358 (an increase of \$77,300)

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

Task 3 an additional amount not to exceed:
\$7,603

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$30,541

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:
\$5,085

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

V. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. PC-0649
STREET ENHANCEMENTS

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the City's own forces, which work or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing engineering and testing laboratories that have annual on-call contracts with the City.
7. Provide services after issuance of City approved final certificate of payment to the contractor.
8. Provide part-time or full-time Project representative services.
9. Produce miscellaneous presentation materials beyond Basic Services requirements.
10. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
11. Provide staking of right-of-way for right-of-way acquisition purposes.
12. Prepare documents required for right-of-way/easement acquisitions.
13. Provide right-of-way/easement acquisition services.
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
15. Provide additional Topographic services for this Project beyond basic services requirements. (added by Amendment No. 3)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$4,100 (a decrease of \$16,535). This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the City Engineer. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall

CS 10/22/18

represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

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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 15th day of July, 2024.

CEC CORPORATION




President

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of July, 2024, by Doug Glenn, P.E., as President of CEC Corporation.

My Commission Expires/Commission Number 10-23-25 / 17009771
 

Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 13TH day of AUGUST, 2024

ATTEST:


City Clerk

Mayor

THE CITY OF OKLAHOMA CITY
REVIEWED for form and legality.



Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2024

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 McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032 www.mclaughlin-ins.com	CONTACT NAME: Amanda Chaffee PHONE (A/C, No. Ext): 469-941-4101 E-MAIL ADDRESS: amanda@mclaughlin-ins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Property Casualty Co of Amer INSURER C: Travelers Casualty Co of Connecticut INSURER D: Travelers Casualty and Surety Co of Amer INSURER E: INSURER F:	NAIC # 25623 25674 36170 31194
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COVERAGES**CERTIFICATE NUMBER:** 81089140**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"/> 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
B	AUTOMOBILE LIABILITY <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	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 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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	<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 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 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 No. PC-0649 Street Enhancements

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
and the Oklahoma City Water Utilities Trust
420 W. Main Street, Ste 700
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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