

AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 20TH day of MAY, 2025, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and Olsson, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on January 21, 2020 as follows:

Project No. DC-0311
Drainage Improvements; and

WHEREAS, the Trust engaged the services of the Engineer to provide for design and all other engineering services related to drainage improvements, Sunnymeade Place and Croydon Court in the vicinity of West Wilshire Boulevard and West Britton Road off Sunnymeade Place; and

WHEREAS, subsequent to execution of the original contract, it has been determined to be in the best interest of the Trust to direct the Engineer to provide additional utility locate services and re-survey the project area to address insufficient information originally provided to the Engineer; and

WHEREAS, 2017 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 construction will exceed the original schedule by 150 calendar days; and

WHEREAS, the Engineer will be required to provide additional construction administration and inspection services; 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:

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Not to exceed \$554,220 for engineering services

For Amendment No. 1:

Not to exceed \$20,000 for engineering services

For Amendment No. 2:

Not to exceed \$55,825 for engineering services

Total Amended Contract:

Not to exceed \$630,045 for all services (an increase of \$55,825); 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 providing additional utility locate services and re-surveying the project area; and **Amendment No. 2** work related to providing an additional 150 calendar days of construction administration and inspection services); 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 \$630,045 (an increase of \$55,825), which includes: for Basic Services an amount not to exceed \$600,045 (an increase of \$55,825), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$30,000, 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. DC-0311
DRAINAGE IMPROVEMENTS**

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 \$630,045 (an increase of \$55,825), which includes: for Basic Services an amount not to exceed \$600,045 (an increase of \$55,825), which is specifically set

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forth in this Exhibit B; and, for Additional Services an amount not to exceed \$30,000 as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$600,045 (an increase of \$55,825), 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:
\$200,000

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:
\$190,000

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

Task 3 an additional amount not to exceed:
\$10,050

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$48,025 (an increase of \$14,125)

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:
\$10,270

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

Task 6 an additional amount not to exceed:
\$141,700 (an increase of \$41,700)

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

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 7 day of May, 20 25.

ATTEST: (affix seal)

Sea B. B.
Secretary



OLSSON, INC.

Roll L. B.
President/Vice President

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

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

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).

PRODUCER HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Oscar Chavez-Franco PHONE (A/C, No, Ext): 402-964-55979 E-MAIL ADDRESS: oscar.chavezfranco@hubinternational.com	FAX (A/C, No):
INSURED Olsson, Inc. 11600 Broadway Extension, Suite 300 405-242-6600 Oklahoma City OK 73114	INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Mutual Insurance Company INSURER B : Amerisure Insurance Company INSURER C : MSIG Specialty Insurance USA Inc INSURER D : Certain Underwriters at Lloyds INSURER E : INSURER F :	NAIC # 23396 19488 34886

COVERAGES

CERTIFICATE NUMBER: 794776388

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP21194510402	1/1/2025	1/1/2026	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 21194500401	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU 21194520302	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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	WC 21194530303	1/1/2025	1/1/2026	<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
C D	Professional Liability Cyber Claims Made			MSTAEC-00030 ACS1191723	1/1/2025 1/1/2025	1/1/2026 1/1/2026	PL Each Claim 5,000,000 PL Aggregate 5,000,000 PL Ded Per Claim 750,000

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

Carrier AM Best's Ratings A+XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability. Project #: DC-0311. The City of Oklahoma City and its participating trusts are listed as Additional Insured on a primary basis with respects to General Liability, Automobile Liability as required by written contract. Waiver of Subrogation in favor of The City of Oklahoma City and its participating trusts applies to General Liability, Automobile Liability as required by written contract. 30 days' Notice of Cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its participating public trusts
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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