

AMENDMENT NO. 1 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 Triad Design Group, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on November 6, 2018 as follows:

Project No. DC-0303
Storm Sewer Relief Main; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to approximately 1,285 linear feet of storm sewer relief main at SW 7th Street and South Robinson Avenue, east to SE 8th Street and South Santa Fe Avenue; and

WHEREAS, it has been determined to be in the best interest of the City to phase the improvements; and

WHEREAS, Phase 1 of the project was completed as part of the reconstruction of Robinson Avenue to serve the new convention center and convention hotel; and

WHEREAS, Phase 2 will consist of a double-78-inch reinforced concrete pipe (RCP) and a double-84-inch RCP; and

WHEREAS, the estimated cost of Phase 2 is \$2,800,000; and

WHEREAS, Phase 3 will consist of a double-84-inch bore under the railroad, double-84-inch RCP west of the railroad and a double-84-inch RCP east of the railroad to complete the project; and

WHEREAS, the estimated cost for Phase 3 is \$4,300,000; and

WHEREAS, the Engineer will be required to provide design, bidding, construction administration and as-built services for the additional phases; 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:

CS 10/22/18

For the original contract:

Not to exceed \$346,250 for engineering services

For Amendment No. 1:

Not to exceed \$153,400 for engineering services

Total Amended Contract:

Not to exceed \$499,650 for all services (an increase of \$153,400); 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 and including Exhibit A (including **Amendment No. 1** work related to design, bidding, construction administration and as-built services for the additional phases); 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 \$499,650 (an increase of \$153,400), which includes: for Basic Services an amount not to exceed \$449,650 (an increase of \$153,400) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$50,000, as specifically set forth in Exhibit E attached hereto and incorporated herein.

- III. Amend **Paragraph 17. Work Orders**. to read as follows:

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 Final Plan Services - Task 2 for Phase 2 within ninety (90) calendar days, and shall complete and submit the Final Plan Services - Task 2 for Phase 3 within ninety (90) calendar days of date of written work order from the City Engineer.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. DC-0303
STORM SEWER RELIEF MAIN**

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 \$499,650 (an increase of \$153,400), which includes: for Basic Services an amount not to exceed \$449,650 (an increase of \$153,400) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$449,650 (an increase of \$153,400), 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:
\$105,000

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:
\$180,400 (an increase of \$50,400)

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

Task 3 an additional amount not to exceed:
\$34,250 (an increase of \$20,000)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$124,300 (an increase of \$73,000)

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:
\$15,700 (an increase of \$10,000)

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 23 day of July, 2024.

TRIAD DESIGN GROUP, INC.

ATTEST:



Secretary

(and Corporate Seal – either print stamped or embossed – if embossed, must be legible sufficiently to be visible in a PDF file reproduction)

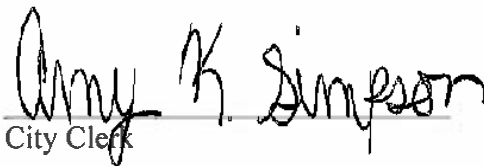


President

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

THE CITY OF OKLAHOMA CITY

ATTEST:

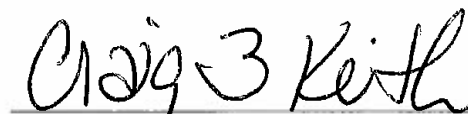


City Clerk



Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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 Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: ACEC Certificates PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: ACECcertificates@greyling.com FAX (A/C, No):
INSURED Triad Design Group, Inc. 3020 N.W. 149th Street Oklahoma City OK 73134	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. INSURER B: Travelers Casualty Insurance Co of Amer INSURER C: Hartford Accident and Indemnity Company INSURER D: INSURER E: INSURER F:
TRIADES	NAIC # 11000 19046 22357

COVERAGES**CERTIFICATE NUMBER:** 2019718956**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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20SBWAM2736	4/13/2024	4/13/2025	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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20SBWAM2736	4/13/2024	4/13/2025	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 <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBWAM2736	4/13/2024	4/13/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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 <input type="checkbox"/> N / A			20WEGGI5756	1/1/2024	1/1/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			107232945	3/5/2024	3/5/2025	Per Claim Aggregate \$1,000,000 \$2,000,000

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

Re: DC-0303 Storm Sewer Relief Main.

The City of Oklahoma City is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City
420 W. Main St. 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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