

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 1 to Contract for engineering services for the MAPS 3 Katy Trail Connection and Air Depot Trail (“Contract”) is entered into this ~~19TH~~ day of NOVEMBER, 2024 by and between the City of Oklahoma City (“City”), a municipal corporation, and TEIM Design, PLLC (“Engineer”).

WITNESSETH:

WHEREAS, the City and the Engineer entered into a contract on May 10, 2022; and

WHEREAS, the City engaged the services of the Engineer to provide professional services for the MAPS 3 Katy Trail Connection and Air Depot Trail for MAPS 3 Katy Trail Connection and Air Depot Trail, Project M3-T007 and M3-T008; and

WHEREAS, subsequent to approval of the original contract, a feasibility study was required to model a trail connector on the south side of NE 23rd Street due to land acquisition complications on the north side of NE 23rd Street; and

WHEREAS, an additional \$10,000 will be allocated for additional services associated with the feasibility of moving the trail connector to the south side of NE 23rd Street; and

WHEREAS, the Engineer and the City have agreed to amend this contract to include these services.

NOW, THEREFORE, both parties agree as follows:

I. Amend Paragraph 6.1. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of Two Hundred Thirty-Two Thousand Dollars \$232,000 (an increase of \$10,000). Under the terms of the Contract, the Engineer agrees to provide Basic Services to be compensated in an amount not to exceed One Hundred Ninety-Seven Thousand Dollars \$197,000, and the Additional Services authorized may not exceed an amount of Thirty-Five Thousand Dollars \$35,000 (an increase of \$10,000), both of which are specifically set forth in Exhibit B, attached hereto and incorporated herein.

II. Replace **EXHIBIT B, COMPENSATION AND SCHEDULE OF VALUES** as follows.

**EXHIBIT B
COMPENSATION AND SCHEDULE OF VALUES
PROJECT M3-T007 AND M3-T008
MAPS 3 KATY TRAIL CONNECTIONS AND AIR DEPOT TRAIL**

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 \$232,000 (an increase of \$10,000), which includes: for

Basic Services an amount not to exceed \$197,000 as specifically set forth in this Exhibit B; and, for Additional Services, an amount not to exceed \$35,000 (an increase of \$10,000) as specifically set forth in Exhibit C.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$197,000, 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: \$86,000	Completion and approval by the City of the Preliminary Report for the project.
Task 2 an additional amount not to exceed: \$71,200	Completion and approval by the City of the Final Plans and Specifications for the project.
Task 3 an additional amount not to exceed: \$6,000	Award of the construction contract to the Successful bidder.
Task 4 an additional amount not to exceed: \$30,000	Award of the construction contract to the City of the completed project. Said amount is to be paid proportionately to the level of completion of the 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: \$3,800	Upon satisfactory completion and acceptance of the as-built drawings

III. Replace **EXHIBIT C, ADDITIONAL SERVICES** as follows.

**EXHIBIT C
ADDITIONAL SERVICES
PROJECT M3-T007 AND M3-T008
MAPS 3 KATY TRAIL CONNECTIONS AND AIR DEPOT TRAIL**

Additional Services shall only be provided upon prior written and clearly detailed direction of the Program Manager. 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, but which relate or affect 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 investigations/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 utility locating services.
12. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
13. Provide staking of right-of-way for right-of-way acquisition purposes.
14. Prepare additional documents required for right-of-way and/or easement acquisitions beyond those included in Basic Services.
15. Provide right-of-way and/or easement acquisition services beyond those included in Basic Services.
16. Any other Additional Services agreed to in writing by the Program Manager.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$35,000 (an increase of \$10,000). This allowance is to be used and paid to the Engineer in the manner established in this Contract. The Additional Services compensation may only be used upon prior written authorization by the Program Manager. Invoices submitted for Additional Services shall represent only hours actually worked on this Project by the Engineer's employees, sub-consultants, and subcontractors and shall be accounted for separately for each Additional Service performed.

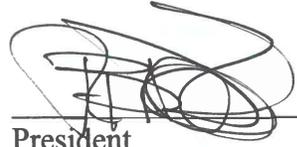
IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Engineer that, except as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written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

IN WITNESS WHEREOF, this Amendment No. 1 to the Contract was executed and approved by the Engineer this 29th day of October, 2024.

ATTEST:

TEIM DESIGN, PLLC

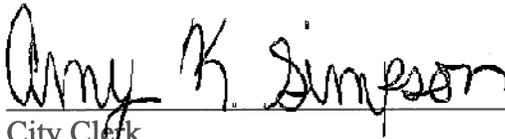

Secretary


President

IN WITNESS WHEREOF, this Amendment No. 1 to Contract was approved by the City of Oklahoma City on the 19TH day of NOVEMBER, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY


City Clerk




David Holt

REVIEWED for form and legality.


Assistant Municipal Counselor

