

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

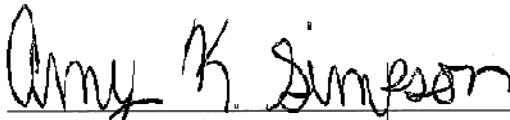

Secretary


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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/08/2024

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 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: PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: ACECCertificates@greyling.com														
INSURED TEIM Design, PLLC 3020 NW 149th St Oklahoma City, OK 73134-1849	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 483">INSURER A : Hartford Underwriters Insurance Company</td> <td data-bbox="1433 453 1572 483">30104</td> </tr> <tr> <td data-bbox="816 483 1433 512">INSURER B : Trumbull Insurance Company</td> <td data-bbox="1433 483 1572 512">27120</td> </tr> <tr> <td data-bbox="816 512 1433 541">INSURER C : Travelers Casualty Insurance Co of Amer</td> <td data-bbox="1433 512 1572 541">19046</td> </tr> <tr> <td data-bbox="816 541 1433 571">INSURER D :</td> <td data-bbox="1433 541 1572 571"></td> </tr> <tr> <td data-bbox="816 571 1433 600">INSURER E :</td> <td data-bbox="1433 571 1572 600"></td> </tr> <tr> <td data-bbox="816 600 1433 640">INSURER F :</td> <td data-bbox="1433 600 1572 640"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B : Trumbull Insurance Company	27120	INSURER C : Travelers Casualty Insurance Co of Amer	19046	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER: 23-24****REVISION NUMBER:**

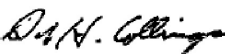
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBWAF1LA5	04/13/2024	04/13/2025	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	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			20SBWAF1LA5	04/13/2024	04/13/2025	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 EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			20SBWAF1LA5	04/13/2024	04/13/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	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		N/A	20WEGAF2K2P	04/13/2024	04/13/2025	<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
C	Professional Liability			107232945	03/05/2024	03/05/2025	Per Claim \$1,000,000 Aggregate \$2,000,000

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

Re: Project - M3-T007 & M3-T008 Katy Trail Connections & Air Depot Trail MAPS Office City of Oklahoma City
 is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

MAPS Office City of Oklahoma City 420 W. Main Street Oklahoma City, OK 73102-0000	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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