

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 8TH day of APRIL, 2025, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and Halff Associates, Inc., herein called "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on March 28, 2023 as follows:

Project No. MP-0477
Deep Fork Greenway Trail Phases I, IIIB and IV; and

WHEREAS, the City engaged the services of the Engineer to provide for engineering services related to Deep Fork Greenway Trail Phases I, IIIB and IV, various locations from Katy Trail North to the North Grand Boulevard Trail; and

WHEREAS, subsequent to the execution of the original contract, property included in the footprint of Phase II was acquired by a third party which affects the proposed alignment; and

WHEREAS, therefore, it has been determined to be in the best interest of the City to incorporate Phase II into the project and develop four (4) trail alignment alternatives to close the gap between Phase 3 and Phase I trail segments; and

WHEREAS, furthermore, upon selection of the alignment alternative, additional studies will be conducted to determine the next phase; 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 \$123,400 for engineering services

For Amendment No. 1:

Not to exceed \$194,500 for engineering services

Total Amended Contract:

Not to exceed \$317,900 for all services (an increase of \$194,500); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend **Paragraph 2. Engineering Services.** to read as follows:

Engineering 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 incorporating Phase II into the project and development of four (4) trail alignment alternatives to close the gap between Phase 3 and Phase I trail segments); 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 \$317,900 (an increase of \$194,500), which includes: for Basic Services an amount not to exceed \$297,900 (an increase of \$194,500) as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$20,000, as specifically set forth in Exhibit E attached hereto and incorporated herein.

III. Amend **Paragraph 17. Work Orders.** by modification of the following:

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 Preliminary Report Services for Phase II- Task 1 within ninety (90) days of date of written work order from the City Engineer (for engineering services contracts, this work order includes completion and submittal of the limited ownership list within thirty (30) calendar days of the date of the work order), and shall complete and submit the Final Plan Services for Phase II- Task 2 (possible by future amendment) of date of written work order from the City Engineer.

V. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A-Scope of Work (added by Amendment No. 1)**”:

Exhibit A-Scope of Work

The purpose of this amendment is to prepare Preliminary Engineering Report (PER) for the Deep Fork Greenway Trail Phase 2 alternatives from N. Kelley Blvd. to the proposed Phase 3 Trail Segment at Lincoln Blvd. and N. Beverly Dr. Trailhead and Parking Lot. Services shall include Landscape Architecture and Civil Engineering for the development of four (4) trail alignment alternatives to close the gap between Phase 3 and Phase I trail segments. Project will include GIS/Cadd trail alignment for each alternative inclusive of a rough order of magnitude for construction costs, delineation of available property ownership, and identify conflict points, and opportunities for review. The alignment options will be evaluated by the City and the preferred alternative will be identified for future study. The next phase of the preferred alternative is not included in this scope of work.

Proposed considerations and scope of work for the Preliminary Engineering Report:

- Provide an updated program for the Deep Fork Greenway Trail Phase 2 alternative alignment study.
- Review and confirm the alignment for Phase 2 of the trail, including infield and aerial photography, from the intersection of Phase I (N. Kelley Blvd. and IH44 Frontage Rd.) to the intersection of Phase III (Lincoln Blvd. and N. Beverly Rd. Trailhead and Parking Lot).
- Develop conceptual alignment alternatives and cost estimates for four trail options, extending from the intersection of N. Kelley Blvd. and IH44 westward to the proposed Phase 3 trail terminus at Lincoln Blvd. and/or the N. Beverly Dr. proposed trailhead parking lot.
- Develop concept alternatives for the Amenities Package to be reviewed and responded to by the City.
- Identify and document any known design restrictions that are necessary or appropriate for the project.
- Create a property ownership map to document all right-of-way (ROW) components required to complete the proposed alignment options.
- Environmental, topographical surveys, and hydraulic/hydrologic studies are excluded from the scope of work (by possible future amendment).
- Coordinate and execute all necessary joint use and agency agreements (by possible future amendment).
- Secure top-level executive support and acknowledgment for approvals from all relevant agencies, stakeholders, non-governmental organizations (NGOs), and/or private landowners (e.g., ODOT, USACE, OG&E, utilities, railroads, etc.) (by possible future amendment).

Develop the Preliminary Engineering Report (PER) documents, including preliminary cost estimates, pros and cons, and phasing of the proposed trail alignment options.

Preliminary and Final Construction Documents: (30%) Schematic Design, (60%) Design Development, (90%) Construction Documents, (100%) Final Construction Documents and Bidding phase: (NIC)

DEEP FORK GREENWAY TRAIL PHASE 2 PER - The purpose of this project is to prepare Preliminary Engineering Report (PER) for the Deep Fork Greenway Trail Phase 2 alternatives from N. Kelley Blvd. to the proposed Phase 3 Trail Segment at Lincoln Blvd. and N. Beverly Dr. Trailhead and Parking Lot.

Trail Program Improvements as outlined in the Scope of Work shall include:

1.0 DEEP FORK GREENWAY TRAIL PHASE 2

1.1 Alternative 1: Develop conceptual alignment option from the intersection of N. Kelley Blvd. and IH 44, traveling westward along the ODOT ROW. crossing Deep Fork River at Ewok Village on to the south side of the river, where it continues to traverse westward under Lincoln Blvd. ending at Phase 3 trail terminus.

1.2 Alternative 2: Develop conceptual alignment option from the intersection of N. Kelley Blvd. and Saint John Missionary Baptist Church, crossing N. Kelley Blvd. traveling westward along the south side of Deep Fork River for +/- 900, where you would cross the river and travel along ODOT ROW to Ewok Village where you would cross back over to the south side of the river. The trail would continue westward under Lincoln Blvd. ending at Phase 3 trail terminus.

1.3 Alternative 3: Develop conceptual alignment option from the intersection of N. Kelley Blvd. and Saint John Missionary Baptist Church (Proposed) Trailhead and Parking Lot, crossing N. Kelley Blvd. traveling south along the west side of N. Kelley Blvd. to NE 50th. St., where you turn east. The trail would continue eastward to Lincoln Blvd. and travel north along the west side of Lincoln Blvd., cross Central Park Dr. ending at Phase 3 trail terminus.

1.4 Alternative 4: Develop conceptual alignment option from the intersection of N. Kelley Blvd. and Saint John Missionary Baptist Church (Proposed) Trailhead and Parking Lot, crossing N. Kelley Blvd. traveling south along the west side of N. Kelley Blvd. to NE 50th. St., where you turn east. The trail would continue eastward to N. Beverly Dr. and travel north along the east side of N. Beverly Dr. and end at the proposed trailhead parking lot.

The following items will be supplied by the City to the Engineer:

1. Project Site GIS Data - The City will provide the Engineer with site aerial, and boundary information, as available in digital format, to be used during initial planning and design exercises for the project site.
2. Property Ownership Parcels, rights of entry for survey and design and formal agreements between cooperative entities. (i.e., City of Oklahoma City, OG&E, ODOT, USACE, etc.,)
3. Environmental Investigations - The City will provide available data and information from existing environmental reports for the project corridor.
4. Existing Utility Information - The City will provide as-built plans for all existing public utilities located within the limits of planning and design or construction for the Project, including but not limited to electric, fiber optics, water, sanitary sewer and storm drainage facilities.
5. Hydraulic Data - The City will supply hydraulic data that accurately depicts floodplain and floodway elevations, and proposed improvements and mitigation measures, as available/applicable.
6. The scope of services is defined as follows:
 - Basic or customary Services;
 - Special Services to be provided; and
 - Additional Services which can be provided if required.

Each of the services is described on the following pages.

PROJECT MANAGEMENT

1.1 Internal Team Meetings

Half will conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

1.2 Communications and Reporting

1.2.1 Predevelopment Coordination Meeting

The Engineer will conduct a predevelopment programming meeting with the City staff to define current and anticipated programming objectives for the project. The Engineer will identify and outline specific desired elements defined in the Scope of Services. A refined program of elements for the project will be prepared for approval by the City.

Total One (01) Meeting

1.2.2 Design Submittal Review Meetings

The Engineer will conduct conceptual design review meetings with the City to confirm and assess all input related to the projects at each submittal milestone. The meeting and programming milestones are as follows:

- Project Kick-off Meeting
- Site Visit and Alignment review and confirmation (2 site visits)
- Conceptual Level Trail Alternative Alignment Review
- Preliminary Trail Corridor Assessment Review
- Final Trail Corridor Assessment Review
- **Total Six (06) Meetings**

1.3 Advanced Agency Coordination (NIC)

1.4 Stakeholder/Public Meetings (NIC)

1.5 Monthly Progress Report

1.6 Invoicing

PREDEVELOPMENT COORDINATION DOCUMENT

Provide Conceptual Design Layout Corridor Predevelopment Coordination Document, consisting of preliminary shared-use path corridor alignments, aerial survey, identify ROW parcels and easements for acquisition, cost estimates, phasing and other documentation to describe the alignment and character of the project elements. Includes **ROLL PLOT** preliminary schematic layout (no profile) of trail corridors, layout and anticipated amenities to illustrate the potential trail corridor options, trail types, issues and constraints.

Prepare ROLL PLOT showing proposed trail horizontal alignment (no profile) and associated amenities. Plans shall be at 1"=100' scale and prepared in either AutoCAD (.dwg) or Microstation (.dgn) format. Includes locations for proposed amenity features.

- i. Cover Sheet
- ii. Project Roll Plot Layout Sheet
- iii. Typical Sections
- iv. Cost Estimates

1.1 Kick-Off Meeting - Conduct a kick-off meeting with the City to refine the current program of facilities for the project, outline specific desired elements beyond those previously discussed, and clarify details regarding the study areas, coordination, and City correspondence.

Total: One (1) Meeting

1.2 Preliminary Trail Layout and Field Review - Conduct a field walk of the corridor to stake and GPS the alignment options. Address existing conditions, document potential alignment choices, and identify trees for preservation, as well as those that may need to be removed.

Total: Two (2) Outings

1.3 Design Survey (NIC)

(Note: Design survey is excluded from this scope of work.)

1.4 Base Mapping - Halff will prepare a base map roll plot for the project corridor, indicating boundaries for City of Oklahoma City, ODOT, and private properties (supplied by the City). The base map will include 1' interval contours, aerial topographic data, and other existing features, and will be organized and labeled with available ROW and GIS data.

1.5 Preliminary Trail Layout - Develop one (1) alternative trail alignment for each of the four (4) corridors, showing alignment details such as trail width, materials, and the proposed typology for trail use.

1.6 Preliminary Trail Layout Review - Present the preliminary trail alignment options to the City for feedback and review.

1.7 Preliminary Trail Layout Refinement - Refine the alignment options based on City feedback from the review meeting. Submit a refined roll plot of conceptual alternatives, including updated cost estimates, property ownership map, and a summary of constraints and opportunities for improvement.

1.8 Prepare Conceptual Amenities Package - Develop up to two (2) alternatives for a conceptual amenities package, including layout, character, architectural style, and theme for each identified area. The conceptual plan will include plan views, section sketches, and color renderings showing materials, colors, and types, along with preliminary cost estimates.

1.9 Draft Preliminary Engineering Report - Prepare a draft preliminary engineering report that includes the proposed trail alignment, an evaluation of the four (4) layout options, cost estimates,

phasing, and other documentation to describe the alignment and project elements. The report will also document City meetings and provide recommendations for alignment modifications based on input and data.

1.10 Final Preliminary Engineering Report - Based on comments received, prepare the final preliminary engineering report, including the alternative alignment options, the preferred alternative recommendation, property ownership map, cost estimates, conceptual amenities package, and summary documentation.

1.11 Estimate of Probable Cost - Provide an estimate of the probable cost for the proposed trail alignment and amenities.

1.12 Prepare Estimate of Probable Cost

1.13 QA/QC Design Review

1.14 Respond to QA/QC Comments

1.15 Submit Five (5) sets to City for review

Task 2 – Final Plans and Specifications (By possible future amendment)

Task 3 - Bidding (By possible future amendment)

Task 4 – Construction Administration (By possible future amendment)

Task 5 – As-Built Services (By possible future amendment)

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

**EXHIBIT B
COMPENSATION
PROJECT NO. MP-0477
DEEP FORK GREENWAY TRAIL PHASES I, IIIB AND IV**

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 \$317,900 (an increase of \$194,500), which includes: for Basic Services an amount not to exceed \$297,900 (an increase of \$194,500) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$20,000 as specifically set forth in Exhibit E.

**B.I. Basic Work and Services
Phases I, IIIB, and IV**

Compensation for basic services may not exceed \$103,400, 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:

Provided by ODOT

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:

Provided by ODOT

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

Task 3 an additional amount not to exceed:

Provided by ODOT

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:

\$88,660

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:

\$14,740

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

B.II. Basic Work and Services

Phase II (Added by Amendment No. 1)

Compensation for basic services may not exceed \$194,500, 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

CS 10/22/18

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:
\$194,500

Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.

The breakdown for Task 1 I as follows:

Project Management	\$ 27,500
Preliminary engineering Report	\$167,000

Task 2 an additional amount not to exceed:
(by possible future amendment)

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

Task 3 an additional amount not to exceed:
(by possible future amendment)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
(by possible future amendment)

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:
(by possible future amendment)

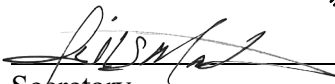
Upon satisfactory completion and acceptance of the project as-built drawings.

[Remainder of this page intentionally left blank]

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 21st day of March, 20 25.

ATTEST: (affix seal)


Secretary



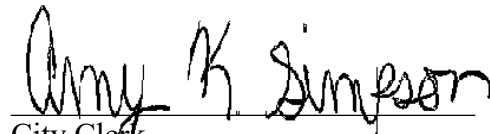
HALFF ASSOCIATES, INC.



President/Vice President

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 8TH day of APRIL, 20 25.

ATTEST:

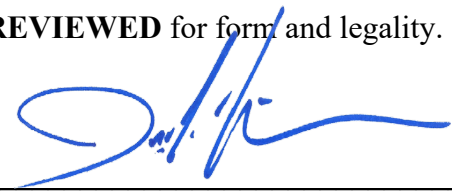

City Clerk





THE CITY OF OKLAHOMA CITY

REVIEWED for form and legality.



Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C. No. Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C. No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURER B: The Continental Insurance Company		35289
INSURER C: New Hampshire Insurance Company		23841
INSURER D: Allied World Surplus Lines Insurance Co		24319
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1902133918**REVISION NUMBER:** 24-25

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	GL5856923	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA5717893	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7034027549	8/1/2024	8/1/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
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 checked="" type="checkbox"/> N	Y N/A	WC014195843	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Prof Liability incl. Pollution		Y	03113813	8/1/2024	8/1/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

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

AVO: 054709.001 | MP-0477, Deep Fork Greenway Trail Phases I, IIIB and IV.

The City of Oklahoma City and Oklahoma City Water Utilities Trust, and its participating trusts are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its participating public trusts
200 N Walker Ave
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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ADDITIONAL REMARKS SCHEDULE

AGENCY Edgewood Partners Insurance Agency		NAMED INSURED Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Retention Professional Libaility \$25,000, GL None, WC None, Auto Liability - None.

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.