

AMENDMENT NO. 2 TO CONTRACT FOR CIVIL ENGINEERING SERVICES

This amendment is made and entered into this 2ND day of JULY, 2024 by and between The City of Oklahoma City, a municipal corporation, herein after "City", and its successors in interest, and CEC Corporation, herein after "Engineer".

WITNESSETH:

-
Project No. MC-0697-A
Civil Engineering Services; and

WHEREAS, on August 30, 2022, the City engaged the Engineer to perform on-call city-wide civil engineering services; and

WHEREAS, subsequent to the execution of the original contract, it has been determined to be in the best interest of the City to include federal requirements to allow for funding of projects through the American Rescue Plan Act (ARPA) and Community Development Block Grants (CDBG); and

WHEREAS, the above was authorized under the auspices of Amendment No. 1; and

WHEREAS, subsequent to execution of the original contract as previously amended, and due to rising costs, it has been determined to increase the estimated construction cost to \$2,000,000 per project (an increase of \$500,000); and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to amend the contract as follows:

I. Amend **Paragraph 2. Professional Services - Basic. Subsection A.** to read as follows:

Professional Services - Basic. The Engineer is hereby employed by the City to perform in accordance with good civil engineering practices and in the best interest of the City, all of the various professional services as follows, but not limited thereto:

A. The Engineer will provide services associated with research, development, design and construction, alteration, and/or repair of real property and improvements thereon, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including but not limited to studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, design development, plans and specifications, cost estimates, observations, shop drawing reviews, sample recommendations, assemble operating and maintenance manuals, site visits and other related services, in addition to design, oversight and coordination of construction of streets or street widening, water, sanitary sewer or storm sewer facilities, and other civil engineering-related services,

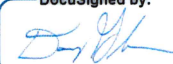
including normal and/or periodic preventative minor and major repairs, emergency repairs and response thereto, **with an estimated construction cost of \$2,000,000 per project (an increase of \$500,000)**. In conjunction with these duties, the Consultant Engineer may be required to perform services as outlined in Item 2.D. below.

[the 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 17th day of June, 2024

CEC CORPORATION

DocuSigned by:

F675998217C40F...
President

6/17/2024 | 1:02 PM CDT

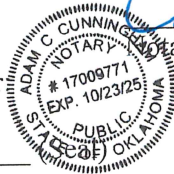
ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this _____ day of June, 2024, by Doug Glenn, as President of CEC Corporation.

My Commission Expires/Commission Number

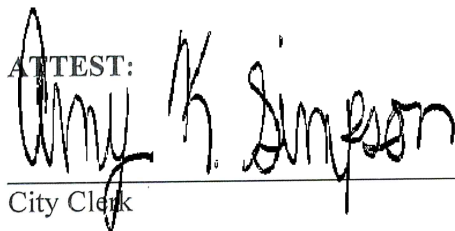
10-23-25 / 17009771




Notary Public

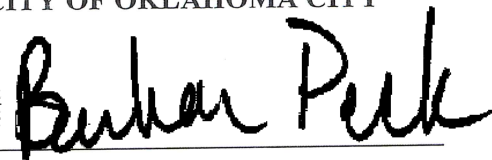
IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 2ND day of JULY, 2024

ATTEST:

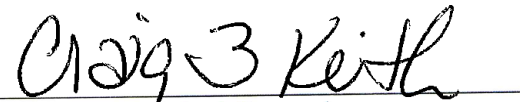

City Clerk



THE CITY OF OKLAHOMA CITY


Mayor

REVIEWED for form and legality.


Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

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 McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032 www.mclaughlin-ins.com	CONTACT NAME: Brittany McLaughlin	
	PHONE (A/C, No. Ext): 469-941-4101	FAX (A/C, No):
	E-MAIL ADDRESS: brittany@mclaughlin-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Property Casualty Co of Amer	25674
	INSURER C: Travelers Casualty Co of Connecticut	36170
	INSURER D: Travelers Casualty and Surety Co of Amer	31194
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 80393507

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 <input checked="" type="checkbox"/> GL Deductible Amount: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-8W859405	6/8/2024	6/8/2025	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 Valuable Papers \$500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Deductible Amount: \$1,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2024	6/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2024	6/8/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	N/A	UB-8W859718	6/8/2024	6/8/2025	<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
D	Professional Liability Ded. Amount: \$75,000 Per Claim/Agg.	<input checked="" type="checkbox"/>		107269615	6/8/2024	6/8/2025	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. RE: Project No. MC-0697 Civil Engineering Services-A

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and its participating public trust Dept. of Public Works 420 W. Main Street, 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  Jeff McLaughlin
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ACORD 25 (2016/03)

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