

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this _____ day of _____, 20____, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and LMRK Engineering, herein called "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on January 3, 2023 as follows:

Project No. MP-0611
Park Improvements, Lone Oak Park; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to Park Improvements at Lone Oak Park, 4220 NW 164th Street; and

WHEREAS, subsequent to the execution of the original contract, it has been determined that additional hydraulic analysis is required; and

WHEREAS, the Engineer will conduct meetings to present results to staff, and incorporate the results into the Preliminary Engineering Report; 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:

For the original contract:

Not to exceed \$355,000 for engineering services

For Amendment No. 1:

Not to exceed \$9,900 for engineering services

Total Amended Contract:

Not to exceed \$364,900 for all services (an increase of \$9,900); 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 performing additional hydraulic analysis, conducting meetings to present the results to staff, and incorporating the results into the Preliminary Engineering Report); 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 \$364,900 (an increase of \$9,900), which includes: for Basic Services an amount not to exceed \$319,900 (an increase of \$9,900), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$45,000, as specifically set forth in Exhibit E attached hereto and incorporated herein.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. MP-0611
PARK IMPROVEMENTS, LONE OAK PARK**

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 \$364,900 (an increase of \$9,900) which includes: for Basic Services an amount not to exceed \$319,900 (an increase of \$9,900) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$45,000 as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$319,900 (an increase of \$9,900), 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 1A an amount not to exceed:

\$80,000	Completion and submittal of the Hydrologic and Hydraulic Study and Park Master Plan Investigation for the project.
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Fee breakdown for Task 1A – Hydrologic and Hydraulic Study and Park Master Plan Investigation is as follows:

Task 1A.1 – Survey	\$20,000
Task 1A.2 – Geotechnical Investigation	\$10,000
Task 1A.3 – H&H Study	\$30,000
Task 1A.4 – Park Master Planning	\$20,000

Task 1B an amount not to exceed: \$64,900 (an increase of \$9,900)	Completion and recommendation by the City Engineer for approval by the City of the Preliminary Report for the project.
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Task 2 an additional amount not to exceed: \$120,000	Completion and acceptance by the City of the final plans and specifications for the project.
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Fee breakdown for Task 2 – Final Plan Services is as follows:

Task 2.1 – Right-of-Way Plans	\$55,000
Task 2.2 – Utility Relocation	\$ 5,000
Task 2.3 – PS&E Production	\$40,000
Task 2.4 – Permitting	\$20,000

Task 3 an additional amount not to exceed: \$10,000	Award of the construction contract to the successful Bidder.
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Task 4 an additional amount not to exceed: \$25,000	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.
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Task 5 an additional amount not to exceed: \$20,000	Upon satisfactory completion and acceptance of the project as-built drawings.
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Fee breakdown for Task 5 – As-Built Services is as follows:

Task 5.1 – Final Survey	\$15,000
Task 5.2 –As-Builts	\$ 5,000

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 21 day of February, 20 24.

LMRK ENGINEERING

Reza Khakpour
President

ATTEST:

STATE OF Oklahoma)

) SS

COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 21 day of February, 2024, by REZA KHAKPOUR, as President of LMRK Engineering.

My Commission Expires/My Commission Number:



12-09-26

14010899

David Fryar
Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this _____ day of _____, 20____.

THE CITY OF OKLAHOMA CITY

ATTEST:

City Clerk

Mayor

REVIEWED for form and legality.

Heather Green
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2024

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 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 ALLIANT INSURANCE SERVICES INC 38383820 3000 NW 149TH STREET OKLAHOMA CITY OK 73134	CONTACT NAME:	
	PHONE (405) 751-8356	FAX
	(A/C, No, Ext):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED LMRK ENGINEERING LLC 7212 NW 129TH ST OKLAHOMA CITY OK 73142-2544	INSURER A: Hartford Underwriters Insurance Company	
	INSURER B: Property and Casualty Insurance Company of Hartford	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		38 SBA AS4N44	05/15/2023	05/15/2024	EACH OCCURRENCE
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
	General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$1,000,000
							MED EXP (Any one person)
							\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS - COMP/OP AGG
							\$2,000,000
A	AUTOMOBILE LIABILITY			38 SBA AS4N44	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						\$1,000,000
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	HIRE AUTOS						
X	X					BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR CLAIMS-MADE						
	AGGREGATE						
	DED						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	38 WEC BB5KFU	12/12/2023	12/12/2024	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Employment Practices Liability Insurance			38 SBA AS4N44	05/15/2023	05/15/2024	Each Claim Limit Annual Aggregate Limit
							\$25,000 \$25,000

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

Those usual to the Insured's Operations. Reference: MP-0611-Lone Oak Park Project. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

The City of Oklahoma City
420 W MAIN ST
OKLAHOMA CITY OK 73102

CANCELLATION

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

Susan L. Castaneda

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DATE (MM/DD/YYYY)
03/19/2024

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 RESERVED RESOURCE INSURANCE 9 W Arrowhead Circle Santa Fe, NM 87506	CONTACT NAME: George J. Vogler PHONE (A/C, No. Ext): 505-780-5009 E-MAIL ADDRESS: george.vogler@ae-always.com	FAX (A/C, No): 4
INSURED LMRK Engineering LLC 7212 NW 129th Street Oklahoma City, OK 73142-2544	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Casualty & Surety Company of America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 31194

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		X	107626252	04/27/2023	04/27/2024	\$1,000,000 Per Claim (including defense cost) \$2,000,000 Aggregate (including defense cost)

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

Project Number MP-0611 – Park Improvements – Lone Oak Park

The policy deductible is Zero Dollars. Subrogation is waived in favor of the certificate holders as required by written contract.

Should the Insurer cancel the above described policy before the expiration date for reasons other than nonpayment of premium or deductible when due, the issuing Insurer will mail 30 days written notice to the certificate holder named below and if canceled for such nonpayment 10 days notice will be given.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City OK, and its participating public trusts
Department of Public Works Attn: Eric J Wenger PE
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