

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.

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.

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.

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.

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.

Task 5 an additional amount not to exceed:
\$20,000

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

Fee breakdown for Task 5 – As-Built Services is as follows:

Task 5.1 – Final Survey	\$15,000
Task 5.2 –As-Built	\$ 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, 2024.

LMRK ENGINEERING

Reza Khakpour
President

ATTEST:

STATE OF Oklahoma)

) SS

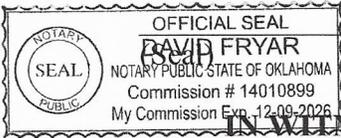
COUNTY OF Oklahoma)

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.

Frank Green
Assistant Municipal Counselor

