

CONTRACT FOR
ENGINEERING SERVICES
FOR
PROJECTS
M4-NPC10, M4-NPC11, AND M4-NPC12
MAPS 4 NEIGHBORHOOD AND COMMUNITY
PARKS – PHASES 1A, 1B, AND 1C

BETWEEN
THE CITY OF OKLAHOMA CITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.

CONTRACT FOR ENGINEERING SERVICES

This Contract for engineering services for the MAPS 4 Neighborhood and Community Parks – Phases 1A, 1B, and 1C ("Contract") is entered into this _____ day of _____, 2025, by and between The City of Oklahoma City, a municipal corporation ("City"), and Kimley-Horn and Associates, Inc. ("Engineer").

WITNESSETH:

PROJECTS M4-NPC10, M4-NPC11, AND M4-NPC12
MAPS 4 NEIGHBORHOOD AND COMMUNITY PARKS - PHASES 1A, 1B, AND 1C
PHASE 1A - FIXED LIMIT OF CONSTRUCTION - \$6,546,880
PHASE 1B – FIXED LIMIT OF CONSTRUCTION - \$8,878,243
PHASE 1C – FIXED LIMIT OF CONSTRUCTION - \$5,134,560

WHEREAS, the City and the Engineer entered into a contract on August 16, 2022; and

WHEREAS, the City engaged the Engineer to provide professional services for MAPS 4 Parks Programming for Neighborhood and Community Parks, Project M4-NP010; and

WHEREAS, the Notice to Engineers and MAPS 4 Neighborhood and Community Parks Master Plan Development Contract included provisions for the Engineer to provide design services for future MAPS 4 Neighborhood and Community Parks Improvements; and

WHEREAS, the City desires to engage the services of the Engineer to provide professional services for MAPS 4 Neighborhood and Community Parks – Phases 1A, 1B, and 1C.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions**. All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with Oklahoma and Oklahoma City law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. Engineering Services

Those professional 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.

- B. Bidding Documents Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.
- C. City Engineer The officer of the City of Oklahoma City or designee, e.g. “Project Manager”, in charge of architectural, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.
- D. Fixed Limit of Construction Not-to-exceed amount which has been designated as the maximum amount for the construction cost of the project.
- E. Program Manager The Manager of the Program appointed by the City Manager.

2. **Basic 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 the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract, including but not limited to the following:

A. **Preliminary Report Services - Task 1 – Phases 1A, 1B, and 1C**

- (1) Prepare schematic design studies, including review and comment for each project and a design development document/Preliminary Report. The Engineer shall prepare schematic design studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the Program Manager. The Engineer shall prepare from the approved schematic design studies the design development document/Preliminary Report consisting of drawings and other documents to fix and describe the size and character of the project as to structural, mechanical and electrical systems, preliminary site drawing, materials and such other essentials as may be appropriate. The preliminary site drawing shall include a topographical survey of the site, layout of any existing proposed and/or recommended sanitary sewers, water lines, storm sewers, all other underground obstructions, street improvements, site drainage and detention studies as appropriate, any and/or all of which might affect the construction of this project. The design development document/Preliminary Report shall include, if applicable, a drainage study to determine one hundred (100) year flood elevation; these computations shall be included in Preliminary Report. It is the Engineer’s responsibility to determine the building permits required for the project. The Engineer shall submit complete sets of separate plans for each permit required. All plans shall be submitted with the appropriate title sheet as indicated on the Public Works web page: www.okc.gov/pw (OKC AutoCAD Standards link).

- (2) Prepare a construction cost estimate for said improvements, extensions and repairs, and an estimate of all engineering fees, testing costs, site surveys and inspection fees in connection therewith.
- (3) Hold all necessary conferences with the City and all other interested parties (inclusive is the requirement for the Engineer to ensure all utility and right-of-way/easement requirements are well established prior to Preliminary Report submittal). This includes the conduct of a Utility Conference by the Engineer at a location determined by the City.
- (4) Prepare the design development document/Preliminary Report for submittal to the City covering the Engineer's preliminary surveys, studies, investigations, and other items as specified in paragraph "Basic Services" A. (1), (2) and (3) and Exhibit A hereof. If applicable, the report shall include a drainage study with complete computations and calculations and shall cover the total construction work by phases or sections and shall recommend to the City the order of construction and completion of each phase of construction.
- (5) Furnish the City up to two (2) hard copies and one (1) PDF copy of the Preliminary Report free of cost to the City. The cost of any additional copies of Preliminary Reports as the City may require will be reimbursed at the actual cost thereof.
- (6) The Engineer will recommend to the City the name of a geotechnical investigation/services firm from the City's listing of annual on-call engineering and testing laboratory contract firms.
 - a. The Engineer will identify and coordinate all requirements for geotechnical investigation and procure all geotechnical services related thereto, including but not limited to sampling, test boring, subsurface explorations, analysis, and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.
 - b. The City will approve the selected laboratory, and the Engineer will pay the costs of such sampling, analysis, borings, tests, or explorations and investigations.
- (7) Prepare legal descriptions for the necessary temporary and permanent easements and prepare legal descriptions necessary for property to be acquired on forms provided by the City. Additionally, provide right-of-way ownership maps showing locations and dimensions of right-of-way to be acquired and assist the City when requested in negotiations with owners of property acquired for or affected by the improvements. When requested by the City, the Engineer will provide a proposal for staking of right-of-way for right-of-way acquisition purposes. Said right-of-way staking (when authorized by the City) will be billed to the City at the actual cost thereof in accordance with the "Payments" paragraph of this contract.

- (8) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.
- (9) The Preliminary Report shall be recommended by the Program Manager for formal approval by the City.

B. Final Plan Services - Task 2 – Phases 1A, 1B, and 1C

- (1) Prepare final plans, specifications, and a construction cost estimate for each project.
- (2) After approval of the design development document/Preliminary Report in whole or in part by the City, the Engineer shall proceed as directed in writing by the Program Manager to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Engineer shall complete said plans and specifications for submission to the City for its approval.
 - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the Program Manager prior to preparation of plans.
 - b. Aerial photographs will not be permitted for the plan and profile sheets of the final construction plans.
 - c. The Engineer shall indicate on final plan and profile all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project.
- (3) Should it be necessary to extend or relocate public utilities, storm sewer, sanitary sewer, waterlines, or paving, the Engineer shall enlist the aid of a Registered Professional Engineer to prepare construction documents as may be required for these improvements and submit same to the Program Manager for approval. Detailed construction plans will be required on all storm sewer, sanitary sewer, waterlines, and paving construction and shall include the following:
 - a. Plan and profile of all proposed improvements. Indicate right-of-way and/or easement, state whether existing or to be acquired.
 - b. Include complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc.
 - c. All such plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
 - d. The horizontal scale used on the plan and profile sheets shall be 1"=30' or 1"=40'. The vertical scale shall be 1"=3' or 1"=4'.
 - e. Sheet size shall be 24" x 36".
 - f. All street returns shall have a minimum thirty (30) foot radii. Driveway returns shall have a minimum of twenty (20) foot radii.

- g. On construction plans the streets should reflect the name, existing surface, and existing and proposed right-of-way width.
- h. All utility easements shall have a minimum width of fifteen (15) feet.
- i. All elevations shown on the plans shall be based on United States Geological Survey datum.

The Engineer shall assemble said plans and specifications for submission to the City for their approval.

- (4) Notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) copy of the plans to each of the utility companies and entities as determined necessary. Coordinate necessary utility and facility relocations or modifications for the Project and conduct a final conference at 60% plans.
- (5) When required, the 60% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 60% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report submittal.

Furnish the City two (2) printed half-size sets and one (1) Bluebeam PDF copy, and Revit BMI model of the plans and specifications along with a detailed cost estimate for review by appropriate departments/divisions. Upon completion of the “check print” reviews, the Engineer shall revise the plans accordingly. The Project Manager shall resolve any conflicts in the comments. Upon completion of corrections, the Engineer will then submit final plans check set (along with the annotated “check print” copies) and updated cost estimate for a “final” review by the project manager.

- (6) When required, the 95% submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the 95% plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 60% plan submittal.

Upon completion of 95% final plans, the Engineer will submit to the project manager two (2) printed half-size sets and one (1) Bluebeam PDF copy, and Revit BMI model of the plans and specifications along with a detailed cost estimate for review by appropriate departments/divisions. Upon completion of the “check print” reviews, the Engineer shall revise the plans accordingly. The

Project Manager shall resolve any conflicts in the comments. Upon completion of corrections, the Engineer will then submit final plans check set (along with the annotated “check print” copies) and updated cost estimate for a “final” review by the project manager.

- (7) When required, the final plan submittal shall include a complete drainage report. This report shall include all storm sewer design calculations to support the storm sewer design included in the final plans. The design calculations in this report shall conform with the storm sewer systems shown in the plans and shall include all drainage area maps; runoff calculations; storm sewer inlet, pipe, and other structure design calculations that are required for a complete review of the storm sewer system design. This report shall incorporate any, and all, comments in reference to the storm sewer design that were included in the review of the Preliminary Report and 95% plan submittal.

Upon final approval by the Project Manager, prepare and furnish the City an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the City, employing standard City forms, in completed form.

Furnish the City one (1) PDF of the final plans and specifications along with one (1) printed full size set and two (2) printed half-size sets, all free of cost to the City. The cost of any additional copies of plans and specifications as the City may require will be reimbursed at the actual cost thereof.

- (8) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the Program Manager.
- (9) Prior to the submission of Bidding Documents to the City for solicitation of Bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.
- (10) Prepare all necessary plans, studies, and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the City.
- (11) It is the Engineer’s responsibility to determine the building permits required for the project. The Engineer shall submit complete sets of separate plans for each permit required.
- (12) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. The Engineer shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City’s GIS control network and datum.

C. Bidding Services – Task 3 – Phases 1A, 1B, and 1C

- (1) Meet with the City or its representatives at any time requested for consultation or conference, as directed in writing by the Program Manager. In this connection, the Engineer shall hold at least one (1) Pre-Bid Conference with prospective Bidders at a location, for each project, determined by the City.
- (2) Answer all City and Bidder's questions regarding the bidding of each project and, upon approval by the Program Manager, prepare an electronic copy of all addendums for distribution.
- (3) The City will receive the Bids electronically utilizing <http://www.bidnetdirect.com/oklahoma/cityofoklahomacityandtrusts> and the Engineer will receive a copy of the Bids from the City. The Engineer will review and evaluate the Bids and will make recommendations to the City for an award. The Engineer shall assist, review and make recommendations to the City on all construction contract issues.
- (4) If Bids are received, all of which exceed the Fixed Limit of Construction, the Engineer shall revise its plans as directed by the City, pursuant to the paragraph "Fixed Limit of Construction" of this Contract.

D. Construction Administration Services - Task 4 – Phases 1A, 1B, and 1C

- (1) The Engineer shall provide administration for each construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the City only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the Program Manager.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the City and all other interested parties. The City will issue all work orders for the project.
- (4) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction (if applicable to this project, the Architect will also provide bridge centerline horizontal and vertical control points). Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the Construction Contractor. The Engineer will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Bidding Documents.

- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and its representatives or the Construction Contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City.
- (7) Review and recommend approval of testing laboratory claim vouchers within ten (10) working days of receipt of claim.
- (8) The Engineer shall visit the site with qualified architectural, civil, structural, mechanical, electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. However, the Engineer is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Engineer will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies of the work. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City.
- (10) Review the Construction Contractor's final request for payment (**within fourteen (14) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.

- (11) Prepare and keep a record of the work performed by any contractor on this project and file with the City a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend rejection to the Program Manager of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the Program Manager.
- (14) The Engineer shall review for conformance with Bidding Documents and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Engineer shall reply to Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the Program Manager and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will

recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.

- (17) The Engineer will review daily reports furnished by the City's inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequence, or procedures or for safety precautions and programs in connection with the work.
- (18) The Engineer shall maintain a record ("log") of all documents it receives, creates, or transmits during the construction of the project. The log shall include time requirements of responses if needed.

E. As-Built Drawing Services - Task 5 – Phases 1A, 2B, 3C

- (1) Upon termination or completion of this Contract, the Engineer shall, at its expense, correct the original drawings, show all as-built changes based on information from the Construction Contractor, reflecting the actual construction of the project and shall furnish the City, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
 - (2) Upon termination or completion of this Contract, the Engineer shall also furnish the City, without cost to the City, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Engineer shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
 - (3) The Engineer shall submit GPS permanent benchmark with as-built drawings.
 - (4) For all building/facility projects, the Engineer shall provide to the City an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the construction project.
3. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.
 4. **Additional Services.** Additional Services are project-related services as enumerated in Exhibit "E," attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction

from the Program Manager, acting within the limits of State law, Ordinances of the City of Oklahoma City and policies established by the City Council, and upon acceptance by the Engineer. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payments paragraphs of this Contract.

5. **Compensation.** The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$2,227,200, which includes for Basic Services an amount not to exceed \$2,127,200, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$100,000, as specifically set forth in **Exhibit E** attached hereto and incorporated herein.
6. **Payments.**
 - A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Engineer shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. Invoices will include the percentage of completion for each task and payment will be made based on the percentage of the task fee completed. The City agrees to pay the Engineer, as compensation for such architectural services as listed herein. The invoices shall be prepared and submitted by the Engineer and be accompanied by a status report identifying the task components, effort accomplished during the time period, and the percentage of completion thereof, to the City. Payment of any invoice for any work or services is not deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of the City or any obligation of the Engineer should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract. Surveyors or other professional consultants engaged by the Engineer for the normal structural, electrical, or mechanical architectural services shall be billed to the City by the Engineer at the actual cost thereof.
 - B. The Engineer shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Engineer will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B, except as may be modified by written agreement between the City and the Engineer.
 - C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.
7. **Insurance.** Prior to approval of this contract, the Engineer shall obtain insurance coverage as provided below. The Engineer must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City

staff. The Engineer will provide the Certificate(s) of Insurance to the City and its participating trusts with the executed contract (contract will not be processed for approval without the contract-required verification of insurance indicated on the Certificate(s) of Insurance). Certificate(s) of Insurance must be insurance industry standard forms, such as ACORD.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Contract under any other provision of this Contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction.

All insurance coverage of the Engineer shall be primary to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

Subrogation as to any additional insured shall be waived.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000 per occurrence. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the Engineer is stating a deductible does not exist and thus a deductible is not approved or accepted. If the Engineer's deductible is higher than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Engineer's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the Engineer under this Contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the Engineer. The Engineer alone shall be responsible for the sufficiency of its own insurance program. Should the Engineer have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Engineer should seek professional assistance.

Except for professional liability insurance, all policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-

made” form, the Engineer shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

(1) Worker's Compensation and Employer's Liability Insurance. The Engineer shall provide and maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the Engineer shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Engineer. In the event any class of employees engaged in work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Engineer shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(2) Commercial General Liability Insurance. The Engineer shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

(3) Automobile Liability Insurance. The Engineer shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and

any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- (4) Professional Liability Insurance. The Engineer shall provide and maintain professional liability insurance coverage in an amount not less than \$1,000,000 aggregate annual limit liability. Such insurance coverage shall be maintained during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City.

- D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by The City or on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Program Manager prior to execution of this Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The certificate must include the Project number and Project description or name.
- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The Engineer authorizes the City and its participating trusts to confirm all information so furnished as to the Engineer's compliance with its bonds and insurance requirements with the Engineer's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this Contract is a breach of this Contract for which the Engineer shall repay and reimburse all payment made under the Contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this Contract until there is full compliance with this paragraph or may cancel or terminate this Contract and seek damages for the breach of this Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the aggregate limit required to this contract, the Engineer shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit below the aggregate limit required by this contract, the Engineer hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

The Engineer must carry and maintain the contract-required insurance coverages and may not cancel, fail to be renewed, nor decrease their limits without thirty (30) days written notice to the City and its participating trusts. In the event that a contract-required insurance coverage (policy) is canceled by the Engineer's insurance company and through no fault of the Engineer, the Engineer must immediately provide written notice to the City and its participating trusts and immediately provide properly executed Certificate(s) of Insurance evidencing coverage (policy) replacement of the canceled coverage(s). The Certificate(s) of Insurance must specifically indicate (in the remarks section of the form or elsewhere) the project number and project description. An authorized representative of the insurance companies listed on the Certificate(s) of Insurance must sign the Certificate(s).

- F. Duration of Coverage. All insurance coverage required under this Contract except professional liability insurance shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. The Engineer shall maintain in full force in effect the required professional liability insurance stated above during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation, or termination of this Contract.

- G. The Engineer and its insurer will not be required to indemnify, insure, defend, or hold harmless the City or participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the City or participating trusts or their agents, representatives, subcontractors, suppliers, or any other entity for whom the Engineer is not otherwise legally responsible.

The Engineer and its insurer must indemnify the City and participating trusts against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the Engineer and any person or entity for which the Engineer is legally responsible are adjudicated liable.

8. **Termination for Convenience.** The City may terminate this Contract (with or without cause), in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Engineer, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Engineer shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Engineer for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set out in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

9. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:

The City of Oklahoma City
MAPS Office
420 West Main Street, Fourth Floor
Oklahoma City, Oklahoma 73102
Attn: David E. Todd, P.E., MAPS Program Manager
Phone Number: (405) 297-3461

To the Engineer:

Kimley-Horn and Associates, Inc.
14101 Wireless Way #150
Oklahoma City, OK 73142
Attn: Aaron Rader, P.E., Vice President
Phone Number: (405) 241-5423

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

10. **Stop Work.** Upon notice to the Engineer, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract.

11. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Engineer shall comply with all existing and applicable federal, Oklahoma and Oklahoma City laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, applicable to the work and/or services provided by this Contract.
12. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Engineer or the contractor(s) on the project, the Engineer shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Engineer must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Engineer shall permit periodic audits by the City and City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Engineer. Agreement as to the time and place for audits may not be unreasonably withheld.
13. **Reporting to the City.** The Engineer shall report to the City on a regular monthly basis and on an as needed basis.
14. **Prohibition Against Collusion.** The Engineer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract. The Engineer further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Engineer must execute the Anti/Non-Collusion Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
15. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Engineer's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential Bidder to do any project-related work for the Bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Engineer to require all employees, sub-consultants, or subcontractors engaged by the Engineer to advise the City of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Engineer will also notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause for rejection of the Bid in question and/or cancellation of the Engineer's contract.
16. **Work Orders.** The Engineer shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the Program Manager. If the Engineer cannot perform the work and/or services within the time identified in this contract, and upon the

submission by the Engineer of a request in writing to the City, indicating the length of extension required to perform a task, the Program Manager may in his sole discretion grant a reasonable extension of time. The request from the Engineer shall state the reason for the extension request, along with evidence showing that the Engineer is unable to complete this work in the time specified in the work order for reasons beyond its control. The Engineer is prohibited from claiming damages for delays and extensions of time.

17. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, and any other materials produced, created, or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Engineer. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Engineer. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Engineer shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Engineer.
18. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations ("FAR"), the American Institute of Architects ("AIA") or any other publication, are not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
19. **Standard of Care.** In providing the work and services herein, the Engineer shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Engineer agrees to require all of its consultants, by the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence and professional competence required of the Engineer.
20. **Fixed Limit of Construction.** If the lowest and best Bid proposed in response to the solicitation of Bids for construction of the project, in accordance with the Bidding Documents provided by the Engineer, exceeds the Fixed Limit of Construction or funds available for this project, the Engineer, at no increase or additional cost to the City, shall redesign the project and redraft the Bidding Documents so that the construction Bids pursuant to a subsequent solicitation come within the Fixed Limit of Construction.
21. **Design Corrections.** The Engineer agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Engineer, at no cost to the City. The Engineer further agrees to be liable for any damage caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Engineer is not relieved of liability for design errors, deficiencies, or inadequacies undiscovered by the City upon its review or inspection, nor is the Engineer relieved from liability for the City's lack of review or inspection of said documents.

22. **Backup Required.** In accordance with good engineering practices, the Engineer must back up all data, surveys, tests, work, plans, specifications, notes, calculations, RFI, records, reports, documents (collectively referred to as “data”) in the form of an electronic file on a USB drive, data storage, or to an offsite electronic storage facility. Should any data become lost, corrupted, inaccessible, or unusable (collectively “loss”), the Engineer must timely recreate all data within the original time frame of the architectural contract at its sole cost. No extensions or additional time will be granted by the Engineer for loss of data. No additional payment or reimbursement will be made to the Engineer for loss of data. The Engineer will be responsible for any and all costs, expenses, or lost opportunities incurred by The City, Trust, and construction contractor resulting from the failure to meet schedules, milestones, performance standards, or performance requirements related to loss of data.
23. **Notice of Design Limitations.** The Engineer will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
24. **Sub-consultants.** The Engineer agrees to submit for approval by the City, prior to their engagement, a list of any sub-consultants or subcontractors the Engineer intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld. The Engineer shall notify the City and seek pre-approval of any substitutions or changes in sub-consultants or subcontractors.
25. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Engineer agrees as follows:
- A. The Engineer shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Engineer shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Engineer shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
 - B. In the event of the Engineer’s noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled, or terminated by the City. The City may declare the Engineer ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Engineer.
 - C. The Engineer agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Engineer shall also execute the nondiscrimination certificate, attached, and incorporated as **Exhibit D**, prior to the effective date of this Contract.

26. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Engineer to provide professional and personal services to the City, the parties agree that the Engineer may not assign its obligations, rights or interest in this Contract except as set forth in paragraph “Termination for Default” subparagraph B.
27. **Termination for Default.** The City may cancel this Contract (with or without cause), in whole or in part, for failure of the Engineer to fulfill or promptly fulfill its obligations under this Contract.
- A. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination. Upon termination for cause by the City, the City shall pay the Engineer for all work and services rendered, up to the time of the effective date of termination.
- B. If this Contract is terminated by reason of a default of the Engineer prior to the completion of this project, regardless of the reason for said termination, the Engineer shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Engineer and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Engineer from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Engineer and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Engineer shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Engineer's subcontractors and sub-consultants.
- C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph “Indemnity” or “Insurance” of this Contract.
28. **Time Is of the Essence.** Both the City and the Engineer expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.
29. **No Damage for Delay.** No payment, compensation, or adjustment of any kind (other than an approved extension of time) shall be made to the Engineer for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Engineer agrees that it will make no claim for

compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

30. **Severability**. In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
31. **Entire Agreement**. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Engineer concerning the Contract. Neither the City nor the Engineer has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth herein.
32. **Amendment**. This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Engineer. In the event the Engineer's Basic Services are increased or changed to materially increase the need for architectural services in excess of the not to exceed total compensation, the Engineer may seek to amend this Contract.
33. **Execution in Counterparts**. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
34. **Descriptive Headings**. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation, or effect of this Contract.
35. **Construction and Enforcement**. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
36. **Survival of Representations**. All representations and covenants of the parties shall survive the expiration of the Contract.
37. **Parties Bound**. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
38. **Venue of Actions**. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Oklahoma County.
39. **Effective Date**. The effective date of this Contract shall be the date of execution of this Contract by the City.
40. **Local Business Utilization Report**. On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and minority local business

subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and minority local businesses to work on City projects.

The Engineer agrees to submit a Local Business Utilization ("LBU") Report to the City within fourteen (14) days from the date of the Notice to Proceed, to include the following information:

- A. A list identifying each of its subconsultants or subcontractors.
- B. The location of the principal place of business of each subconsultant or subcontractor.
- C. The status of each subconsultant or subcontractor as local, small, minority or otherwise.
- D. The general scope of work to be performed by each subconsultant or subcontractor.
- E. The dollar amount of each subcontract.

The Engineer further agrees to submit to the City a monthly report identifying the amount of payments made to each subconsultant or subcontractor for the preceding month on a form provided by the City.

[Signature page to follow]

IN WITNESS WHEREOF, this Contract was executed and approved by the Engineer this _____ day of _____, 2025.

ATTEST:

**KIMLEY-HORN AND ASSOCIATES,
INC.**

Witness

Vice President

IN WITNESS WHEREOF, this Contract was approved and executed by The City of Oklahoma City this _____ day of _____, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor

EXHIBIT A
SCOPE OF WORK
PROJECTS M4-NPC10, M4-NPC11, AND M4-NPC12
MAPS 4 NEIGHBORHOOD COMMUNITY PARKS - PHASES 1A, 1B, AND 1C

The following descriptions are intended to supplement Section 2, Basic Services of the Contract. The detailed scope of services for each subtask is outlined below.

Bid Package 1A – \$6,546,880 construction budget

- Draper Park (Capitol Hill)
- H.C. Schilling Park
- May Park
- Oliver Park
- Shallowbrook Park
- Youngs Park
- Zurline Park

Bid Package 1B – \$8,878,243 construction budget

- Highley Park
- L.D. Lacy Park
- Louis A. Macklanburg Park
- Mark Twain Park
- McNabb Park
- Melrose Park
- Nichols Court Park
- North Oklahoma City Rotary Park
- Riley Leroy Pitts Park
- Taylor Park
- Winans Park
- Woodland Park

Bid Package 1C – \$5,134,560 construction budget

- Booker T. Washington

The following tasks apply to each of the bid packages listed above.

Task 1 Preliminary Engineering Report

The following descriptions are intended to supplement Section 2A, Preliminary Engineering Report – Task 1 of the Agreement.

Subtask 1.1: Project Management

A. Project Management

The Consultant will maintain project records, budgets, and communication for the duration of the project.

B. Progress Reports and Invoices

The Consultant will prepare and submit itemized invoices to the MAPS Department. Invoices will include a summary of work performed during the previous reporting period.

C. Control and Scheduling

The Consultant will adhere to a mutually agreed upon schedule. The kickoff meeting will be used to identify subsequent meeting schedule.

D. Sub-Consultant Management

The Consultant will prepare contracts for any sub consultant(s) monitor sub consultant staff activities, monitor sub consultants(s) adherence to the project schedule, and review and recommend approval of sub consultant invoices.

E. Quality Assurance and Quality Control

The Consultant will provide continuous quality assurance and quality control of Engineer's professional services throughout the duration of the project.

Subtask 1.2: Preliminary Engineering Report Development

The Final Master Plan will be used to guide the Preliminary Engineering Report process. The project improvements identified as a Phase 1A project will be further evaluated, designed, and documented.

Subtask 1.2 will include the following:

A. Survey and Geotechnical services

1. Due to the extents of the project areas, a topographic survey will not be possible for the full extents of the park projects. A limited survey will be performed at critical locations within the park. The specific locations will be determined based on discussion with the Client.
2. Geotechnical services are not included, instead shop drawings will be provided by the manufacturer utilizing general soil considerations. The proposed pavement sections will utilize the current City standards.

B. Preparation of Base files

1. Base files will be prepared from georeferenced high-resolution aerials and field observations, limited topographic survey is anticipated. The following elements will be documented in the prepared base files:
 - i. Existing park improvements within the project area
 - ii. Existing trees within the project area
 - iii. Existing internal park roads within the project areas
 - iv. Within the area to be surveyed, the Registered Professional Land Surveyor (RPLS) will be responsible for the following:
 1. Locating right of way line and corners, property lines and corners, buildings, fence lines, trees 3" in diameter and larger, edges of pavement, and all other visible surface features within the surveyed area.
 2. Contacting OKIE811 to field locate and mark existing utilities within the area to be surveyed.
 3. Locating existing above ground utility structures or appurtenances and shall reference them by utility name.
 4. Responsible for identifying and locating vertical topographic information tying pavement, curbs, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other physical features as needed within the project areas for the design.
 5. Research county assessor website information as necessary, and establish the location of existing boundaries for the project.
 6. Incorporate aerial, topographic, and planimetric survey data provided by the City.

C. Preliminary Engineering Design

1. Based on the findings from the base file preparation, a preliminary design will be developed to document the recommended park improvements. The preliminary design will consist of the following:

- i. Proposed sidewalk, hardscape and landscape improvements
 - ii. Proposed playgrounds, as recommended
 - iii. Proposed splashpads, as recommended
 - iv. Proposed parking improvements
 - v. Proposed lighting improvements
 - vi. Any other improvements identified in the Final Master Plan
 - vii. Identification of locations where survey is required (if needed).
 2. Up to one (1) stakeholder engagement meeting will be held for each park included in the preliminary design. The purpose of the meeting shall be to gather input on play types, theming, color, and other general aesthetics that should be considered during the final design. The proposed improvements included in the Final Master Plan will be used as the basis for the design.
 3. For Bid Package 1C (Washington Park) up to three (3) stakeholder engagement meetings will be held. The purpose of the meetings shall be to gather input on play types, theming, color, and other general aesthetics that should be considered during the final design. The proposed improvements included in the Final Master Plan will be used as the basis for the design.
 4. City identified overlapping projects extents will be coordinated with consultants where possible overlap may exist.
 5. Prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the recommended improvements
- D. Preliminary Engineering Design Report shall consist of the following:
1. Executive summary
 2. Project description and General Location
 3. Public and Stakeholder Engagement
 4. Existing Conditions
 5. Proposed Improvement Site Plans and Recommendations
 6. Preliminary Opinion of Probable Construction Cost (OPCC)
 7. Conclusion
 8. Appendix
- E. Comments
1. Up to one (1) round of comments will be addressed for the preliminary engineering design report. Additional comments will be an additional service.
- F. Meetings
1. Prepare for and attend up to six (6) meetings/presentations which may include:
 - i. Design Kickoff meeting
 - ii. MAPS 4 Committees/Sub Committee Meeting
 - iii. Final Review/Comment Review Meeting
 - iv. City Council Meeting

Task 2: Final Plan Services

The following descriptions are intended to supplement Section 2B, Final Plan Services – Task 2 of the Agreement. This task will result in a set of plans and specifications suitable for proceeding with the bid phase of this project. The detailed scope of services for each subtask is outlined below.

- A. Prepare engineering plan sheets, specifications, and construction contract documents in accordance with the preliminary design report for project bidding and regulatory approval. Plans shall consist of 22” x 34” plan sheets. Plans will consist of aerial imagery as a basis of the plans with supplemental survey and project extents as denoted in Task 1. The plan set is anticipated to consist of the following sheets as necessary for each park to convey design intent:

1. Cover Sheet – Showing sheet index, project location maps, contact information, and plan submittal and review log.
 2. General Notes – Showing general notes related to the proposed construction based on jurisdictional standards.
 3. Existing Conditions and Demolition Plans - Showing property boundary information as applicable, existing conditions, site features, and contours as provided by the limited survey and base map preparation. Showing demolition of known site features as reasonably required for the proposed site construction.
 4. Erosion Control Plan – Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor’s responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.
 5. Dimensional Control and Hardscape Plan - Showing property boundary (as required) with dimensional ties for the proposed improvements and other applicable site features.
 6. Grading Plan - Showing proposed finished floor elevation and, as applicable, spot elevations and one-foot contours for sidewalks, and other applicable areas of grading. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by KH or others under a separate agreement with the Client.
 7. Storm Drainage Plan - Showing proposed private storm inlet and storm drain sizes and locations for site drainage in plan view.
 8. Utility Plan: Showing on-site water and sanitary sewer plan layouts for service lines. This does not include public water or sanitary sewer extensions or lift station design. This does not include the extension of fire hydrants to the site.
 9. Planting Plans: Showing soil amendments, plant species, sizes, and location with associated details and specifications for all plant material.
 10. Irrigation Plans: Showing head layout, pipe sizing, controller/valve locations, and standard details. The Client will specify preferred irrigation equipment brand (Toro, Hunter, Weathermatic, or Rainbird) prior to initiation of the irrigation design.
 11. Lighting Plans: Showing pedestrian lighting layout and electrical circuits meeting IES and NEC guidelines for the proposed site. Light pole footing design is included.
 12. Construction Details: Typical construction details for proposed improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by Kimley-Horn, construction details for certain improvements will be included in the plan set.
 13. Technical Specifications: Technical specifications for each of the proposed improvements to include materials and finishes. Specifications to be shown in a specification manual.
- B. Specifications will follow the Oklahoma City Standard Specifications for Construction of Public Improvements standard specifications. The City will provide to the Engineer the up-front general specifications as well as any City standard specifications for inclusion into the contract documents. The Engineer shall include limited additional technical specifications for materials and installation of the proposed facilities.
- C. Deliverables shall be in accordance with Section C, Final Plan Services – Task 2 of the Agreement. The delivery of the 60% and 95% plans outlined in Section C- Task 2.

D. Meetings

1. Prepare for and attend up to six (6) meetings/presentations which may include:
 - i. Final Design Kickoff Meeting
 - ii. MAPS 4 Committees/Sub Committee Meeting
 - iii. Final Review/Comment Review Meeting
 - iv. City Council Meeting

Task 3: Bidding Services

Per Section C, Bidding Services – Task 3 of the Agreement for one bid package per project.

Task 4: Construction Administration Services

Per Section D, Construction Administration Services – Task 4 of the Agreement. Engineer shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Engineer have any authority or responsibility to stop or direct the work of any contractor. Engineer neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Engineer is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. This task also include the following presentations:

A. Committee and City Council Presentations

1. Prepare for and attend up to three (3) meetings/presentations which may include:
 - i. MAPS 4 Sub Committee Meeting Update Presentations
 - ii. City Council Update Presentations

Task 5: Record Drawing Services

Record Drawings will be made of the construction documents based on the contractor red-lined notes of deviation from design drawings. A PDF copy of the plans will be provided to the City. A survey will not be provided for the final construction items.

Project Schedule

Task 1 Phase 1A Preliminary Report Complete	90 Calendar Days from Notice to Proceed
Task 2 Phase 1A Final Plan Services Complete	90 Calendar Days from Notice to Proceed upon approval of Task 1 – Phase 1A
Task 1 Phase 1B Preliminary Report Complete	90 Calendar Days from Notice to Proceed
Task 2 Phase 1B Final Plan Services Complete	90 Calendar Days from Notice to Proceed upon approval of Task 1 – Phase 1B
Task 1 Phase 1C Preliminary Report Complete	120 Calendar Days from Notice to Proceed
Task 2 Phase 1C Preliminary Report Complete	90 Calendar Days from Notice to Proceed upon approval of Task 1 – Phase 1C

**EXHIBIT B
COMPENSATION
PROJECTS M4-NPC10, M4-NPC11, AND M4-NPC12
MAPS 4 NEIGHBORHOOD AND COMMUNITY PARKS - PHASES 1A, 1B, AND 1C**

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 \$2,227,200 which includes for Basic Services an amount not to exceed \$2,127,200, as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$100,000 as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$2,127,200, 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.

Phase 1A

Task 1 an amount not to exceed: \$200,040	Completion and approval by the City of the Preliminary Report for the project.
Task 2 an amount not to exceed: \$251,360	Completion and approval by the City of the final plans and specifications for the project.
Task 3 an amount not to exceed: \$29,820	Award of the construction contract to the successful Bidder.
Task 4 an amount not to exceed: \$ 158,370	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 of the contractor's percentage of completion.
Task 5 an amount not to exceed: \$14,510	Upon satisfactory completion and acceptance of the project as-built drawings.

Phase 1B

Task 1 an amount not to exceed: \$320,800	Completion and approval by the City of the Preliminary Report for the project.
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Task 2 an amount not to exceed:
\$399,960

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

Task 3 an amount not to exceed:
\$41,470

Award of the construction contract to the successful Bidder.

Task 4 an amount not to exceed:
\$ 205,070

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 of the contractor's percentage of completion.

Task 5 an amount not to exceed:
\$22,000

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

Phase 1C

Task 1 an amount not to exceed:
\$144,020

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

Task 2 an amount not to exceed:
\$186,180

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

Task 3 an amount not to exceed:
\$20,660

Award of the construction contract to the successful Bidder.

Task 4 an amount not to exceed:
\$122,720

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 of the contractor's percentage of completion.

Task 5 an amount not to exceed:
\$10,220

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

EXHIBIT E
ADDITIONAL SERVICES
PROJECTS M4-NPC10, M4-NPC11, AND M4-NPC12
MAPS 4 NEIGHBORHOOD AND COMMUNITY PARKS - PHASES 1A, 1B, AND 1C

Additional Services shall only be provided upon prior written and clearly detailed directions 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.
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 investigation/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 staking of right-of-way for right-of-way acquisition purposes.
12. Prepare documents required for right-of-way/easement acquisitions.
13. Provide right-of-way/easement acquisition services.
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.

15. Provide additional Construction Administration Services beyond requirements identified in Basic Services or **Exhibit A**.
16. Provide drone flight services, 1 flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each).
17. Provide Landscape Architectural Services.
18. Other items as necessary for completion of the project.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$100,000. This allowance is to be used and paid to the Engineer in the manner established in this Contract unless other compensation means are agreed to in writing by the Program Manager. Additional Services compensation may only be used after the Engineer has performed Additional Services 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 and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

ISSUE DATE: _____

**THE CITY OF OKLAHOMA CITY
CERTIFICATE OF INSURANCE**

Projects M4-NPC10, M4-NPC11, and
M4-NPC12

PRODUCER	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.
	COMPANIES AFFORDING COVERAGE
ADDRESS	COMPANY A LETTER
	COMPANY B LETTER
INSURED	COMPANY C LETTER
	COMPANY D LETTER
ADDRESS	COMPANY E LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY _____ COMMERCIAL GENERAL LIABILITY _____ OCCURRENCE CLAIMS MADE AND TAIL COVERAGE				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS
 PROJECT # M4-TK010 and M4-TK011
 THE CITY OF OKLAHOMA CITY AND ITS TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.
 THE CITY OF OKLAHOMA CITY IS A LOSS PAYEE ON VALUABLE PAPERS INSURANCE.

CERTIFICATE HOLDER(S) The City of Oklahoma City MAPS Office 420 W. Main St., Suite 400 Oklahoma City, OK 73102	CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NON-RENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.
	AUTHORIZED REPRESENTATIVE SIGNATURE
	TELEPHONE NUMBER ()