

AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 13TH day of AUGUST, 2024, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and Kimley-Horn and Associates, Inc., herein called "Engineer".

WITNESSETH:

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

Project Nos. MS-0127, MS-0129 and MS-0130
Sidewalk Installation; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to sidewalk installation on North Villa Avenue from NW 16th Street to NW 30th Street; NW 30th Street from North Villa Avenue to North Pennsylvania Avenue; NW 19th Street from North Villa Avenue to North Flynn Avenue; the intersections of North Meridian Avenue and NW 63rd Street, North Pennsylvania Avenue and West Memorial Road, and North Pennsylvania Avenue and NW 140th Street; the Metro Park Neighborhood, an area bounded by North Virginia Avenue, North Western Avenue, West Main Street and NW 10th Street; and Capitol View Neighborhood, an area bounded by North Lincoln Boulevard, North Kelley Avenue, NE 23rd Street and NE 36th Street (MS-0127); NW Expressway from NW 63rd Street to Mosteller Place (MS-0129); and NW Expressway from Mosteller Place to Villa Avenue (MS-0130); and

WHEREAS, on February 1, 2022, City Council approved City restoration projects to be funded by Coronavirus State and Local Fiscal Recovery Funds, pursuant to the American Rescue Plan Act (ARPA); and

WHEREAS, engineering and construction services for Project MS-0127 will be funded by ARPA; and

WHEREAS, during contract negotiations, it was determined that other sidewalk projects are within the limits of Project MS-0127; and

WHEREAS, for project coordination, design and construction efficiency and cost savings, it is in the best interest of the City to incorporate MS-0129 and MS-0130 into MS-0127; and

WHEREAS, engineering and construction services related to MS-0129 and MS-0130 will be funded by the Capital Improvement Plan; and

WHEREAS, subsequent to the execution of the original contract, it was determined to include additional sidewalk design in Project MS-0130 to extend the sidewalk 0.59 miles along NW Expressway to connect to the upper levels of May Avenue (at the bridge level); and

WHEREAS, this portion of sidewalk is intended to be in coordination with the May Avenue bridge replacement over NW Expressway and will be included as a bid alternate; and

WHEREAS, this work was authorized under the auspices of **Amendment No. 1**; and

WHEREAS, subsequent to the execution of the original contract as previously amended, it has been determined to incorporate a 10-foot trail on the southside of NW 30th Street, from Villa Avenue to Youngs Avenue along with providing additional legal descriptions and exhibits for right-of-way acquisition services for the trail; and

WHEREAS, services for preparation of legal descriptions and exhibits for right-of-way acquisition will be authorized by a separate work order utilizing available funds from the original contract provided in Exhibit E – Additional Services; 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 \$621,350 for engineering services

For Amendment No. 1:

Not to exceed \$51,715 for engineering services

For Amendment No. 2:

Not to exceed \$15,800 for engineering services (reflects an increase of \$15,800 for Basic Services, a decrease of \$2,860 for Additional Services in MS-0130, and an increase of \$2,860 for Additional Services in MS-0127, resulting in an overall increase of \$15,800 for MS-0127)

Total Amended Contract:

Not to exceed \$688,865 for all services (an increase of \$15,800); 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 additional sidewalk design to extend the sidewalk 0.59 miles along NW Expressway to connect to the upper levels of May Avenue; and **Amendment No. 2** work related to incorporating a 10-foot trail on the southside of NW 30th Street, from Villa Avenue to Youngs Avenue, and the associated additional easements required to construct the trail); 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 \$688,865 (an increase of \$15,800), which includes: for Basic Services an amount not to exceed \$666,765 (an increase of \$15,800), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$22,100, as specifically set forth in Exhibit E attached hereto and incorporated herein.

IV. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “Exhibit A-Scope of Work (added by Amendment No. 2)”:

**Exhibit A-Scope of Work
(Added by Amendment No. 2)**

The assumption when scoping the project was to prepare a limited number of ROW/Easement Acquisition Documents as part of the base contract. Due to limited existing ROW along the project corridors, additional ROW Acquisition Documents will be needed as part of this project outside of the current scope of services and fee.

Additionally, the scope of this project was to evaluate a trail along the south side of NW 30th St from Villa Ave to N Youngs Blvd. Following the approval of the Preliminary Engineering Report, which did not propose a trail section along this area, it was requested to modify the roadway and traffic signal plans along NW 30th St to accommodate the 10’ trail section.

ROW Parcel List

Villa Ave

- SW corner of Villa Ave & NW 23rd St.
- SE corner of Villa Ave & NW 23rd St.
- East side of Villa Ave from NW 23rd St to NW 29th St.
- NW corner of Villa Ave and NW 30th St.

- NE corner of Villa Ave and NW 30th St.

NW 30th St

- NW corner of NW 30th St & N Penn Ave.
- SW corner of NW 30th St & N Penn Ave.
- SE corner of NW 30th St & N Penn Ave.

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

**EXHIBIT B
COMPENSATION
PROJECT NOS. MS-0127, MS-0129 AND MS-0130
SIDEWALK INSTALLATION**

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 \$688,865 (an increase of \$15,800), which includes: for Basic Services an amount not to exceed \$666,765 (an increase of \$15,800) as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$22,100 as specifically set forth in Exhibit E.

**B.I. Basic Work and Services
MS-0127 – \$418,900**

Compensation for basic services may not exceed \$418,900 (an increase of \$15,800), and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:
\$188,900

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:
\$147,800 (an increase of \$15,800)

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

Task 3 an additional amount not to exceed:
\$16,500

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$59,200

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:
\$6,500

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

B.II. Basic Work and Services
MS-0129 - \$148,250

Compensation for basic services may not exceed \$148,250, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:
\$77,725

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:
\$43,400

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

Task 3 an additional amount not to exceed:
\$5,425

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$19,530

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:
\$2,170

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

B.III. Basic Work and Services
MS-0130 - \$99,615

Compensation for basic services may not exceed \$99,615, and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

The Engineer may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:
\$16,765

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:
\$59,675

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

Task 3 an additional amount not to exceed:
\$5,295

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$15,922

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:
\$1,958

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

IV. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NOS. MS-0127, MS-0129 AND MS-0130
SIDEWALK INSTALLATION

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. 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 architectural and testing laboratories that have annual on-call contracts with the City, beyond basic services requirements.
7. Produce miscellaneous presentation materials beyond Basic Services requirements.
8. 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.
9. Provide staking of right-of-way for right-of-way acquisition purposes.
- 10. Prepare documents required for right-of-way/easement acquisitions. \$650 per parcel**
11. Provide right-of-way/easement acquisition services.
12. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight

after construction.

The FAA requires a field observer if the FAA Remote Pilot does not have a line of sight along the flight path. It is the Engineer's responsibility to ensure the Drone Operator meets FAA regulations on all flights.

All projects require, at a minimum, three flights flown along the same path, before, during and after construction, unless the project is scoped with specific flight requirements. The target flight height for Roadway project is 75-feet minimum and 125-feet maximum, with variances allowed for site specific needs.

Video Editing will consist of the following:

1. Each video should contain a still title screen at the beginning of the flight video that lists:
 - a. Project Number
 - b. Project Location
 - c. Engineering Firm Name
 2. 4K video with a 1080 minimum resolution
13. Provide design required for the selection, procurement, installation and approval of Public Arts.
14. Provide survey for design changes beyond basic services requirements.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$11,960 (an increase of \$2,860) for MS-0127, \$6,500 for MS-0128, and \$3,640 (a decrease of \$2,860) for MS-0130 for a total of \$22,100. 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 City Engineer. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the City Engineer. 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.

[Remainder of this page intentionally left blank]

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Engineer that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, this amendment was executed and approved by the Engineer this 24th day of July, 20 24.

KIMLEY-HORN AND ASSOCIATES, INC.

ATTEST:

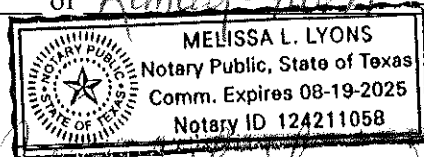
STATE OF Texas)
COUNTY OF Dallas) SS

Sarah Williamson
~~President~~ Senior Vice President

This instrument was acknowledged before me on this 24th day of July, 2024, by Sarah Williamson, as Senior VP of Kimley-Horn.

My Commission Expires/My Commission Number:

08-19-2025 1124211058
(Seal)



Melissa L. Lyons
Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 13TH day of AUGUST, 20 24.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022 | CONTACT NAME: Jerry Noyola PHONE (A/C, No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com | FAX (A/C, No): |
| INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601 | INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: New Hampshire Insurance Company INSURER D: Lloyd's of London INSURER E: Zurich American Insurance Company INSURER F: | NAIC # 19445 19489 23841 85202 16535 |

COVERAGES**CERTIFICATE NUMBER:** 419429180**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | GL5268169 | 4/1/2024 | 4/1/2025 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA4489663 (AOS) CA2970071 (MA) | 4/1/2024 4/1/2024 | 4/1/2025 4/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 03127930 | 4/1/2024 | 4/1/2025 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | Y N/A | WC015893685 (AOS) WC015893686 (CA) | 4/1/2024 4/1/2024 | 4/1/2025 4/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000 |
| D | Professional Liability | | | B0146LDUSA2404949 | 4/1/2024 | 4/1/2025 | Per Claim/Aggregate Limit \$2M/\$2M |
| E | Valuable Papers | | | CPP585223111 | 4/1/2024 | 4/1/2025 | \$500,000 |

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

Re: KHA Project #061292844 - MS-0129/MS-0130 SIDEWALKS; Lydia Leslie. The City of Oklahoma City is named as an Additional Insured with respects to General Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
420 W. Main Street, 7th Floor
Oklahoma City OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE