

AMENDMENT NO. 5 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 11TH day of MARCH, 2025 by and between the City of Oklahoma City, a municipal corporation, herein called "City", and CEC Corporation, herein called "Engineer".

WITNESSETH:

WHEREAS, the City and the Engineer entered into an agreement on July 30, 2019 as follows:

Project No. PC-0612
Streetscape; and

WHEREAS, this project provides for design and all other engineering services related to streetscape consisting of district markers, crosswalks, ramps, sidewalks, lighting, landscaping, and drainage solutions with consideration for Green Infrastructure strategies in the vicinity of Paseo between NW 28th Street and NW 30th Street; and

WHEREAS, subsequent to execution of the original contract, it was determined to be in the best interest of the City to direct the Engineer to provide services related to preparation and submittal of a Rain Garden Report; and

WHEREAS, the Engineer provided the following services including, but not limited to, a conceptual drainage analysis of rain gardens, attending and participating in stakeholder meetings, and compiling a rain garden report for submittal to the City; and

WHEREAS, it was necessary to increase Exhibit E – Additional Services to compensate the Engineer for the additional work necessary for completion of the project; and

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

WHEREAS, the Engineer submitted the conceptual drainage analysis and rain garden report and it was determined to be in the best interest of the City to direct the Engineer to provide preparation of renderings of the proposed rain gardens, meeting coordination with City and stakeholders for proposed design, and preparation of the preliminary design for rain gardens; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 2**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to direct the Engineer to provide additional survey,

design, and final plans for the alleyway and parking lot between NW 29th Street and NW 30th Street along Paseo Drive; and

WHEREAS, the Engineer also provided preparation of right-of-way easements, electrical design and coordination for the proposed irrigation system, and coordination and adjustments to the plan drawings of the proposed site furnishings and sidewalk pavement design; and

WHEREAS, services for right-of-way staking were not included in the original scope of work, therefore it was necessary to increase Exhibit E – Additional Services to compensate the Engineer for the additional work; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 3**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the City to direct the Engineer to provide additional design services including but not limited to the following: 1) analysis and design of three proposed dumpster locations; 2) additional ADA ramp options within the alleyway at Eden's on the east side of Paseo Drive; 3) additional design for on-street parking at the Oasis Apartments, including spaces, a retaining wall, additional sidewalk, and the associated preparation of exhibits for presentation to the Traffic Commission; 4) drainage analysis and design adjustments at the alleyway entry to the south of Oklahoma Shakespeare; 5) patio design adjustments and alternatives in front of Picasso Café; 6) additional sidewalk design at Casa Rosa Apartments; and 7) space planning exhibits for Paseo Arts Festival; and

WHEREAS, the Engineer also provided additional right-of-way easements at Picasso Café and Studio 6, and additional renderings, meetings and presentations necessary to provide the requested additional design; and

WHEREAS, the above work was authorized under the auspices of **Amendment No. 4**; and

WHEREAS, subsequent to execution of the original contract as previously amended, it has been determined that a lighting condition evaluation is necessary; and

WHEREAS, the Engineer will be required to analyze existing lighting conditions against municipal Site Lighting Requirements to verify if sufficient lighting exists, and provide conceptual recommendations for additional lighting, streetscape and adjacent parking; 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 \$270,180 for engineering services

For Amendment No. 1:

Not to exceed \$11,170 for engineering services

For Amendment No. 2:

Not to exceed \$37,560 for engineering services

For Amendment No. 3:

Not to exceed \$40,318 for engineering services

For Amendment No. 4:

Not to exceed \$64,186 for engineering services

For Amendment No. 5:

Not to exceed \$22,139 for engineering services

Total Amended Contract:

Not to exceed \$445,553 for all services (an increase of \$22,139); and

WHEREAS, all parties agree to assign and amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend **Paragraph 2. Basic Services**. to read as follows:

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 of the work as set out herein (including **Amendment No. 1** work related to preparation and submittal of a Rain Garden Report; and **Amendment No. 2** work related to preparation of renderings of proposed rain gardens, meeting coordination with City and stakeholders for proposed design, and preparation of preliminary design for rain gardens; and **Amendment No. 3** work related to additional survey, design, and final plans for the alleyway and parking lot between NW 29th Street and NW 30th Street along Paseo Drive, preparation of right-of-way easements, electrical design and coordination for the proposed irrigation system, adjustments to the plan drawings of the proposed site furnishings and sidewalk pavement design, and right-of-way staking; and **Amendment No. 4** work related to additional design services; and **Amendment No. 5** work related to performing a lighting condition evaluation and providing conceptual recommendations for additional lighting, streetscape and adjacent parking); including Exhibit A, and including but not limited to the following:

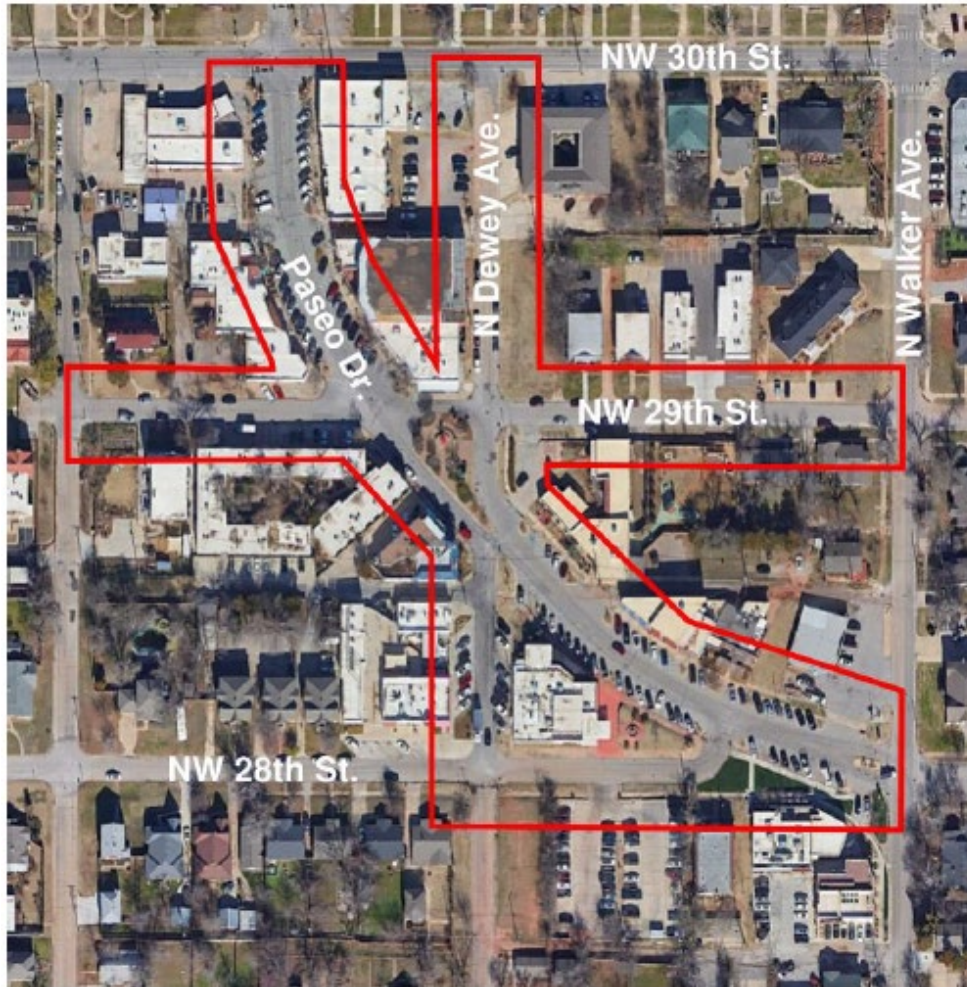
II. Amend **Paragraph 5. Compensation**. to read as follows:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$445,553 (an increase of \$22,139), which includes: for Basic Services an amount not to exceed \$396,064 as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$49,489 (an increase of \$22,139), as specifically set forth in Exhibit E attached hereto and incorporated herein.

- III. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A – Scope of Work (added by Amendment No. 5)**”:

**Exhibit A – Scope of Work
(Added by Amendment No. 5)**

Following is an amendment to the scope of services to evaluate lighting conditions and make recommendations for the streetscape and adjacent parking, including Paseo Drive and NW 29th Street



Project Location Map

DESIGN SERVICES

The Engineer will conduct a field review of the Paseo streetscape and the adjacent parking before proceeding to conduct lighting analysis and make recommendations. The Engineer will analyze existing lighting conditions against municipal Site Lighting Requirements identified in 59-12350 of the municipal code to check if sufficient lighting exists. In the event lighting is insufficient, the Engineer will make conceptual recommendations for where additional lights can be installed. Should improvements be recommended, deliverables will be conceptual exhibits (not construction plans).

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

EXHIBIT B COMPENSATION PROJECT NO. PC-0612 STREETSCAPE

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 \$445,553 (an increase of \$22,139) which includes: for Basic Services an amount not to exceed \$396,064 as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$49,489 (an increase of \$22,139) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$396,064, 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:
\$144,177

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:
\$164,136

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

Task 3 an additional amount not to exceed:
\$11,853

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$68,297

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:
\$7,601

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

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

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. PC-0612
STREETSCAPE**

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 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 \$2,000 (an increase of \$2,000).
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. Rain Garden Report (added by Amendment No. 1)
16. Lighting Condition Evaluation (added by Amendment No. 5) \$22,139

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$49,489 (an increase of \$22,139). 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.

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 February, 2025.

CEC CORPORATION



ATTEST: (affix seal)

Amber D. Steel
Assistant Corporate Secretary

Signed by:

Kyle Morse
106012234BBAt4B9...
Authorized Representative

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 11TH day of MARCH, 2025.

ATTEST:

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

Daryl Holt
Mayor

REVIEWED for form and legality.

Patricia Mann
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2025

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

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

PRODUCER McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032 www.mclaughlin-ins.com	CONTACT NAME: Amanda Chaffee PHONE (A/C, No. Ext): 469-941-4101 E-MAIL ADDRESS: amanda@mclaughlin-ins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Property Casualty Co of Amer INSURER C: Travelers Casualty Co of Connecticut INSURER D: Travelers Casualty and Surety Co of Amer INSURER E: INSURER F:	NAIC # 25623 25674 36170 31194
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COVERAGES**CERTIFICATE NUMBER:** 84012295**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible Amount: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-8W859405	6/8/2024	6/8/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Deductible Amount: \$1,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2024	6/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2024	6/8/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	UB-8W859718	6/8/2024	6/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Ded. Amount: \$25,000 Per Claim/Agg.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	107269615	6/8/2024	6/8/2025	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

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

Additional Insured(s) include: The City of Oklahoma City and its participating trusts per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium. RE: Project: PC-0612 Streetscape Amendment 5.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
and its participating public trust
Dept. of Public Works
420 W. Main Street, 7th Floor
Oklahoma City, OK 73102

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

AUTHORIZED REPRESENTATIVE

Jeff McLaughlin

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ACORD 25 (2016/03)

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