

AMENDMENT NO. 3 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 3 to Contract for engineering services for the MAPS 4 Bus Stop Improvements – Phase 1 (“Contract”) is entered into this _____ day of _____, 2024 by and between the City of Oklahoma City (“City”), a municipal corporation, and Kimley-Horn and Associates, Inc. (“Engineer”).

WITNESSETH:

WHEREAS, the City and the Engineer entered into a contract on March 15, 2022; and

WHEREAS, the City engaged the services of the Engineer to provide professional services for MAPS 4 Bus Stop Improvements – Phase 1, Project M4-TTE10; and

WHEREAS, Amendment No. 1 to the contract was approved on May 9, 2023 to include additional right-of-way and title research services, and preparation of additional legal descriptions and exhibits; and

WHEREAS, Amendment No. 2 to the contract was approved on January 16, 2024 to modify the bidding documents due to complications with right-of-way acquisition and the requirement for providing and installing the bus shelters under two separate contracts; and

WHEREAS, subsequent to Amendment No. 2, additional services are required for the Engineer to assist EMBARK with a federal grant application to potentially leverage Phase 2 funding for additional bus stops; and

WHEREAS, the Engineer and the City have agreed to amend this contract to include these services.

NOW, THEREFORE, both parties agree as follows:

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

A. **Compensation**. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$613,620 (an increase of \$60,000), which includes: for Basic Services an amount not to exceed \$513,620, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$100,000 (an increase of \$60,000), as specifically set forth in Exhibit E attached hereto and incorporated herein.

II. Replace **Exhibit A, SCOPE of WORK** as follows.

**EXHIBIT A
SCOPE OF WORK
PROJECT NO. M4-TTE10
BUS STOP IMPROVEMENTS – PHASE 1**

MAPS Bus Stop Improvements Phase 1- M4-TTE10

This project consists of providing professional services associated with improvements of up to 250 bus stops throughout the Oklahoma City area.

SCOPE OF SERVICES

The following descriptions are intended to supplement Section A, Preliminary Report Services Task 1 of the Contract. The detailed scope of services for each subtask is outlined below.

The intent of the project is to improve or establish new bus stops within the Oklahoma City area. Up to 250 bus stops will be included in the scope of work. The locations of bus stops improvements have been preliminary identified by MAPS. Final bus stop locations will be determined in the preliminary report phase.

Amendment No. 1, added fees for services related to additional ROW and title research services.

Amendment No. 2, added fees for services related to modification of final plans. These modifications included removing stops to be added in Bus Stops Phase 2 due to ROW acquisition and budget constraints and removing bid items for shelter units. The shelters will be provided and installed through EMBARK's annual contracts. Additional coordination with Planning was also required for 37 applications in special design districts.

Amendment No. 3, added fees for services to complete preparation of a full grant application including the preparation of the project narrative, benefit cost analysis (BCA), and other supplemental documents. The project reflects an approximate two-month schedule to meet the grant application deadline of February 28, 2024.

Task 1A – Preliminary Engineering Report Services

The Preliminary Report will cover the extents of the project as noted above. The Preliminary Tasks will include the following items:

A. Project Management

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

B. Progress Reports and Invoices

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

C. Control and Scheduling

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

D. Sub-Consultant Management

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

F. Meetings/ Presentations

- a. Attend meetings with City officials, stakeholder(s), and user groups.
- b. Present design and construction updates, and close out documents to the MAPS 4 Connectivity Subcommittee, MAPS 4 Citizen Advisory Board, and City Council, and other review committees as requested by the Program Manager.

G. Initial Study.

- a. Preliminary Analysis Methodology and Preliminary Design
 - i. Aerial photography and City GIS right-of- way information will be used as the basis of the design. Survey will be an additional service if required.
 - ii. Temporary and permanent right-of- way needs will be shown through an exhibit.
- b. Determining Project Extent
 - i. Meet with MAPS and EMBARK staff to discuss pre-selected 250 bus stop locations and verify priority stops.
- c. Existing Conditions Review
 - i. Identify Existing elements of the selected bus routes utilizing Google Earth.
 1. Number of bus stops included in each route.
 2. Bus Stop ID Number
 3. Existing elements of Each Stop - Pad Size, Bench, Sign, Trash Lighting
 - ii. Review of Site Constraints
 1. Utilize Google Earth imagery to review site constraints:
 - Review existing bus stops and verify existing constraints.
 - Review existing sign locations and above ground utility locations in conflict with the proposed improvements.
 - Review existing pavement conditions and existing curb and gutter conditions near the proposed bus stops.
 - Review existing sidewalks in proximity of the proposed improvements/path of travel.
 - Review of sight distance and sight distance obstructions.
 - iii. Research
 1. Utilities
 - Obtain GIS shape files of OKC storm sewer, water, and sanitary sewer line
 - Obtain GIS Shape files of other utilities. Utility locates by survey of locate markings, potholing, hydro excavation, or radar will be performed as an additional service if required.
 2. ROW
 - City GIS of ROW review
 - ROW research via an Abstracting Company will be an additional service, if needed.
 3. Bike Paths
 - Identify current bike paths within subject area.
 - Identify future bike paths planned through bikewalkokc
 - iv. Evaluate Existing Site Information

Through the use of Google Earth, the following items will be evaluated:

 1. Existing Grade - Note steep slopes from Google Earth imagery.
 2. Sidewalk availability and ADA accessibility
 3. Existing ROW compatibility with expansion needs
 4. Bike Path at bus stop

5. Conflicts of parking or drives surrounding stops
 6. Near-Side or Far-Side placement of bus stop
 7. Location of private drives
- H. Prepare Preliminary Design Initiation Report. The report will document the methodology, analysis, and recommendations which include the following sections:
- a. Executive summary
 - b. Project description and general location
 - c. Existing Conditions Review: identifies existing elements of each bus stop, site visit, research of existing utilities, research of existing ROW, and research of bike lanes.
 - d. Technical evaluation of existing information of each bus stop including grades, ADA compliance, sidewalk connection, utilities, and ROW.
 - e. Exhibit showing additional service of topographic survey limits if needed
 - f. Preliminary Opinion of Probable Construction Cost (OPCC)
 - g. Recommendations and Schematic - Assigning a bus stop standard to each bus stop modification. Bus stop standards are defined as outlined in Task 1B.
 - h. Appendix - The report will be submitted to the MAPS Department for review and comment. The Engineer will respond to one (1) round of joint comments from the MAPS Department.
- I. Prepare planning level OPCC for the recommended improvements based on improvement type and scale.
- J. Geotechnical Engineering services are not included in the Scope of Services and will not be performed for this project. This project will assume City of Oklahoma City standard sidewalk sections.

Task 1B – Develop Bus Stop Pad Design Standards

- A. Standard Design Templates
- a. Evaluate up to four (4) possible enhanced bus stop scenarios.
 - b. Develop sample footprints, design considerations, and typical placements of amenities.
 - c. Meet with the MAPS Department and EMBARK to discuss typical Bus Stop Pad designs, layout, and amenities for further consideration.
 - d. Finalize up to four (4) Bus Stop standard details, construction notes, and specifications for different Bus Stop Pad design scenarios and submit to MAPS and EMBARK for review.
 - e. Review comments with MAPS and EMBARK and finalize details, construction notes, and specifications to be used for this project, and other projects with enhanced Bus Stop Pad designs.
 - f. Include design for sidewalk on either side of bus stop to the limits approved in the Preliminary Report.

Task 2 – Final Plan Services

The following descriptions are intended to supplement Section B, 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 icons denoting the bus stop locations and references to the standard bus

stop standards. Plan sheets will consist of up to four (4) bus stop standards. The plan sheets will not provide details of the bus stop design but will reference the standards for details. The plan set is anticipated to include the following sheets:

- a. Cover
 - b. Sheet Index
 - c. General Notes
 - d. Improvement Location Map - Showing locations of each bus stop. References to the Bus Stop Standards will be made for each stop. A tabular format shall be utilized for the bus stop information. (Profiles of the sidewalks will not be made.)
 - e. ROW Acquisition Map
 - f. Bus Stop Standards and Curb Detail and ADA Ramp Detail
 - g. Erosion Control Detail
 - h. Standard Details
- 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 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% set of plans shall be made in sets of phased deliverable sets of a minimum of 62 bus stops each with the later set having the remainder. The phased deliverable sets shall be submitted a maximum of 4 weeks apart with the last set deliverable made by the required timeline outlined in Section C- Task 2.
- D. Right-of-way research of all 250 bus stops by using existing as-built and plat documentation. Drawings will be updated to align the plans with this documentation.
- E. Title research of the right-of-way for up to 87 parcels and field verification of those 87 parcels. Drawings will be updated to align the plans with this documentation.

Task 3 – Bidding Services

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

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.

Task 5 – As-Built 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.

III. Replace **EXHIBIT B, COMPENSATION AND SCHEDULE OF VALUES** as follows.

**EXHIBIT B
COMPENSATION AND SCHEDULE OF VALUES
PROJECT M4-TTE10
MAPS 4 BUS STOP IMPROVEMENTS - PHASE 1**

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 \$613,620 (an increase of \$60,000), which includes: for Basic Services an amount not to exceed \$513,620, as specifically set forth in this **Exhibit B**; and, for Additional Services, an amount not to exceed \$100,000 (an increase of \$60,000).

B.I. Basic Work and Services

Compensation for basic services may not exceed \$513,620, 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: \$135,983	Completion and approval by the City of the Preliminary Report for the project.
Task 2 an additional amount not to exceed: \$280,508	Completion and approval by the City of the Final Plans and Specifications for the project.
Task 3 an additional amount not to exceed: \$19,425	Award of the construction contract to the Successful bidder.
Task 4 an additional amount not to exceed: \$69,934	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 contractor's percentage of completion.
Task 5 an additional amount not to exceed: \$7,770	Upon satisfactory completion and acceptance of the as-built drawings.

IV. Replace **EXHIBIT E, ADDITIONAL SERVICES** as follows.

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT M4-TTE10
MAPS 4 BUS STOP IMPROVEMENTS – PHASE 1**

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/service utilizing architectural 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. 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.
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 taking of right-of-way acquisition purpose.
12. Prepare documents required for right-of-way and/or easement acquisitions, including preparing legal descriptions and exhibits.
13. Provide right-of-way and/or 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 E.
16. Grant application support including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program or any other grant identified by City or EMBARK staff.
17. Provide drone flight services, 1 flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each).
18. Any other Additional Services agreed to in writing by the Program Manager.

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, (an increase of \$60,000). This allowance is to be used and paid to the Architect in the manner established in this Contract. The Additional Services compensation may only be used upon prior written authorization by the Program Manager. Invoices submitted for Additional Services shall represent only hours actually worked on this Project by the Architect's employees, sub-consultants, and subcontractors 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, except as amended by this Instrument, all terms and conditions of the original Contract, Amendment No. 1, and Amendment No. 2 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 No. 3 to the Contract was executed and approved by the Engineer this _____ day of _____, 2024.

ATTEST:

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



Secretary



Vice President

IN WITNESS WHEREOF, this Amendment No. 3 to Contract was approved by the City of Oklahoma City on the _____ day of _____, 2024.

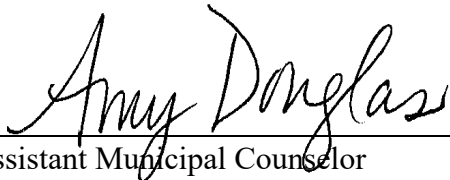
ATTEST:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2024

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): 7702207699
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURER B: Allied World Assurance Co (U.S.) Inc.		19489
INSURER C: New Hampshire Insurance Company		23841
INSURER D: Lloyd's of London		85202
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2115637250

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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2023	4/1/2024	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 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	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	4/1/2023	4/1/2024	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	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<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 Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim Aggregate \$2,000,000 \$2,000,000

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

Re: KHA Project #061292832; MAPS 4 Bus Stop Improvements - Phase 1, Project M4-TTE10.

City of Oklahoma City is named as an Additional Insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City
City of Oklahoma City - MAPS Office
420 W. Main Street, Suite 400
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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