

**AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES**

This amendment is made and entered into this 30TH day of JANUARY, 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 October 22, 2019 as follows:

Project No. PC-0616  
Street Enhancements (four locations)

**WHEREAS**, the City engaged the services of the Engineer to provide engineering services related to a preliminary analysis and concept for completion of or upgrades to bike routes according to bikewalkokc's comprehensive plan along designated corridors at the following locations: a north boundary of Britton Road, a south boundary of NW 16th Street, a west boundary of Shartel Avenue and an east boundary of Western Avenue; a north boundary of NW 16th Street, a south boundary of SW 104th Street, a west boundary of Walker Avenue and an east boundary of Robinson Avenue; a north boundary of NW 17th Street, a south boundary of NW 15th Street, a west boundary of Shartel Avenue and an east boundary of Interstate 35; and a north boundary of NW 19th Street, a south boundary of NW 16th Street, a west boundary of Council Road and an east boundary of Shartel Avenue; and

**WHEREAS**, subsequent to execution of the original contract, the Engineer completed preparation and submittal of the preliminary analysis and linear roll plot concept and the original contract provided for possible future amendment to engage the services of the Engineer to provide preparation of a Preliminary Report, Final Plans and Specifications, Bidding, Construction Administration and other services related to this project; and

**WHEREAS**, it was determined to be in the best interest of the City to direct the Engineer to proceed with preparation of the Preliminary Report and Final Plans and Specifications; and

**WHEREAS**, services for Bidding, Construction Administration, and As-Builts remained by possible future amendment to be negotiated upon completion and submittal of final plans; and

**WHEREAS**, the findings of the preliminary analysis indicated a new estimated construction cost of \$9,380,000 (an increase of \$6,858,545); and

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

**WHEREAS**, subsequent to execution of the original contract as previously amended, it has been determined to be in the best interest of the City to incorporate Bidding, Construction Administration and As-Builts into the contract prior to completion of the final plans, to allow for uninterrupted continuation of the project; and

**WHEREAS**, additionally, the City obtained funding from the Oklahoma Department of Transportation (ODOT) for a portion of the South Robinson Avenue corridor, which require ODOT design standards to be incorporated into the final plans for this portion of the project; and

**WHEREAS**, the Engineer will also provide additional trail connectivity design from the South Robinson Avenue bike lanes near SW 15th Street, connecting to the Oklahoma River trail; and

**WHEREAS**, it has also been determined that the MAPS office will be responsible for the design and construction of improvements at the following three locations: a north boundary of Britton Road, a south boundary of NW 16th Street, a west boundary of Shartel Avenue and an east boundary of Western Avenue; a north boundary of NW 17th Street, a south boundary of NW 15th Street, a west boundary of Shartel Avenue and an east boundary of Interstate 35; and a north boundary of NW 19th Street, a south boundary of NW 16th Street, a west boundary of Council Road and an east boundary of Shartel Avenue; and

**WHEREAS**, the improvements at the following location will remain a part of this project: a north boundary of NW 16th Street, a south boundary of SW 104th Street, a west boundary of Walker Avenue and an east boundary of Robinson Avenue; and

**WHEREAS**, the estimated construction cost for the remaining location is \$1,433,000 (a decrease of \$7,947,000); and

**WHEREAS**, the original contract must be amended to provide for the Engineer's increased scope of work as outlined above 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 \$163,400 for engineering services

For Amendment No. 1:

Not to exceed \$413,500 for engineering services

For Amendment No. 2:

Not to exceed \$62,740 for engineering services

Total Amended Contract:

Not to exceed \$639,640 for all services (an increase of \$62,740); and

**WHEREAS**, both parties agree to 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 of the Preliminary Report and Final Plan Services; and **Amendment No. 2** work related to providing Bidding, Construction Administration and other services related to this project, incorporation of ODOT design standards for a portion of the South Robinson Avenue corridor, and additional trail connectivity design from the South Robinson Avenue bike lanes near SW 15th Street, connecting to the Oklahoma River trail ) including Exhibit A, and including but not limited to the following:

II. Amend **Paragraph 2. Basic Services, subparagraphs 2.D., 2.E, and 2.F.** by removing the words “(by possible future amendment)” from the respective subparagraph and paragraph headers.

III. 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 \$639,640 (an increase of \$62,740) for Basic Services as specifically set forth in Exhibit B, 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 intent of Amendment 2 is to finalize design of a portion of the project outlined in the preliminary report and provide additional trail connectivity. This amendment specifically covers the following two (2) tasks and Task 3-5:

- **Task 2A:** Converting the design of a portion of the S Robinson Avenue corridor to an Oklahoma Department of Transportation (ODOT) plan set for bidding purposes (Task 2A).
- **Task 2B:** Performing design services related to a trail connection from the S Robinson Avenue bike lanes near SW 15th Street connecting to the Oklahoma River trail (Task 2B).

The project extents for each amended task include the following:

Task 2A – Project Extents to Convert to ODOT Standards:

- S Robinson Avenue from W Sheridan Avenue to Crosstown Boulevard
- S Robinson Avenue from SW 7th Street to SW 15th Street
- S Robinson Avenue from SW 17th Street to SW 36th Avenue

Task 2B – Additional Trail Connection:

- S Robinson Avenue from SW 15th Street to SW 17th Street

## SCOPE OF SERVICES

Amendment 2 includes the following additional scope in Task 2A and Task 2B below, this is intended to supplement the base scope of services as part of the original contract for PC-0616.

### **Task 2A – Convert Portion of Project to Oklahoma Department of Transportation (ODOT) Standards**

The following services are to convert a portion of the southern corridor under design to ODOT standards.

This includes ODOT plan set review/revisions, title sheet revisions, pay items, standards/details, additional plan set requirements, and submittal requirements.

- A. Preliminary Field Review Process (90%)
  - a. Prepare for and attend an ODOT Preliminary Plan Field Review (90% plans)
  - b. Address changes from Preliminary Plan Field Review (90% plans)
  - c. Update Project Estimate of Construction Cost Using ODOT Pay Items (90% plans)
- B. Prepare Final Plans
  - a. Develop Final Signing & Striping Plans, converted to the ODOT standard layout:
    - i. Pavement marking plan for the preferred bicycle facility and vehicle travel lanes.
    - ii. Signage plan for the preferred bike facility.
    - iii. Delineator/barrier improvements and locations
    - iv. Additional detail along complex sections of the corridors which may include intersections, transitions, and connections.
      1. Dimensional control plan for the pavement markings.
  - b. Develop Final Signal Plans, converted to the ODOT standard layout
    - i. Traffic signal modification layout sheet and wiring tables for up to 10 intersections, which includes traffic signal head modifications, detection upgrades, and/or revised pole and mast arms.
    - ii. Updated traffic signal push button locations.
    - iii. Traffic signal detection upgrades.
- C. Perform Post-Final Review Process
  - a. Make Changes from Letting Process

- i. Provide up to one (1) revision of the plans based on comments from the ODOT field review meeting.
  - b. Update Project Estimate of Construction Cost using ODOT Pay Items
    - i. Update the Opinion of Probable Construction Cost (OPCC) for the project.
- D. Prepare Additional ODOT Sheets
  - a. Generate Storm Water Pollution Prevention Plan Sheets
    - i. Prepare the one-page ODOT Storm Water Pollution Prevention Plan worksheet and include in the PS&E documents. This also includes plan notes about inlet protection.
  - b. Generate NEPA Documents
    - i. Provide ODOT sufficient project documentation for a NEPA review, if applicable.
  - c. Generate Detail Sheets
    - i. Generate Miscellaneous Detail Sheets
      - 1. Prepare specific detail sheet(s) for the proposed pavement marking improvements requiring special details for construction. This may include details about typical pavement markings and/or intersection details using City of Oklahoma and ODOT standards.
  - d. Assemble Final Pay Items and Notes
    - i. Generate a summary of quantities and notes, consistent with ODOT and City specifications.
- E. Submit Final Plans, Specifications, and Estimate to ODOT Projectwise
  - a. Compile Plans and updated OPCC
  - b. Submit plans through ODOT Projectwise
  - c. Prepare submittal forms (specifications and letting letter)
  - d. Upload pay items to AWP for letting

### **Task 2B – Final Plan Services for S Robinson Avenue Trail Connection**

The Engineer will develop construction plans for a proposed trail connection from S Robinson Avenue to the Oklahoma River Trail near SW 15th Street utilizing reclaimed space from the removal of the roadway underpass. The task includes the labor to prepare 90% and final plans for the trail connection. This amendment will include the following:

- A. Prepare Preliminary Engineering Plans (90%)
  - a. Field survey will be collected to identify constraints and existing opportunities for a trail alignment. Design will be completed using high resolution aerials and the field survey measurements and notes.
  - b. The construction plans will consist of the following:
    - i. Demolition plans
    - ii. Proposed trail/paving plans
    - iii. Pavement markings/signage and intersection modification plan
    - iv. Prepare up to two (2) typical sections for the proposed trail connections.
- B. Preliminary Review Process (90%)
  - a. Attend Plan Review (90% plans)
  - b. Address changes from Preliminary Plan Field Review (90% plans)

- c. Update project OPCC (90% plans)
- C. Prepare Final Construction Plans
  - a. Generate Removal Sheets and Details.
    - i. Develop removal sheets and details for the corridor. These sheets will address removal/relocations of existing signs, obstacles, and/or pavement markings.
  - b. Generate Storm Water Pollution Prevention Plan Sheet Consistent with OKC Standards
  - c. Generate Detail Sheets
    - i. Generate Miscellaneous Detail Sheets
      - 1. Prepare specific detail sheet(s) for the proposed pavement marking improvements requiring special details for construction. This may include details about typical pavement markings and/or intersection details.
  - d. Prepare Final Roadway Construction Estimate
    - i. Update the final Opinion of Probable Construction Cost (OPCC) for the proposed improvements for the extents of the project.
- D. Submit Final Plans, Specifications, and Estimate

**Task 3 - Bidding Services**

- A. Per Section 2.C, Bidding Services – Task 3 of the Contract.

**Task 4 – Construction Administration Services**

- A. Per Section 2.D, Construction Administration Services – Task 4 of the Contract.

**Task 5 – As-Built Drawing Services**

- A. Per Section 2.E, As-Built Drawing Services – Task 5 of the Contract.

**IN ADDITION TO THE SCOPE OF WORK ABOVE, THE FOLLOWING ODOT STANDARDS MUST BE APPLIED:**

**Task 2 – Final Plans Services in Accordance with ODOT Standards**

- (1) Prepare final plans, specifications and construction cost estimate.
- (2) After approval of the preliminary report/plan-in-hand in whole or in part by the City Engineer, the Engineer shall proceed as directed in writing by the City Engineer to prepare detailed plans and specifications, using ODOT standard specifications. The Engineer shall complete said plans and specifications for submission to the ODOT for its approval and to the City Engineer for approval.
- (3) Prepare and furnish the Trust all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the Trust.
  - a. Scale for plan and profile sheets for preliminary and final plans shall be approved by the ODOT prior to preparation of plans.

- b. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
  - c. The Engineer shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas, oil, telephone conduits and all other underground obstructions which might affect the construction of the project.
- (4) Notify all known utility companies and other entities with facilities affected by the proposed Project. Furnish one (1) PDF 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) Furnish the Trust five (5) copies of the project 60% plans for review along with a detailed Fixed Limit of Construction cost estimate for said improvements, extensions and repairs. This submittal does not stop, impact or otherwise delay the Engineer's contract-allotted work order time for completion and submittal of final plans and specifications. Incorporate all recommended changes prior to submittal of the 95% final plans and specifications.
- (6) 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 30% plan submittal.
- (7) Upon completion of 95% final plans, the Engineer will submit "check print" sets to the Project Manager 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 comments. Upon completion of corrections, the Engineer will then submit a final plans check set (along with the annotated "check print" copies) for a "final" review by the Project Manager.
- (8) 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.

- (9) Prepare and furnish the Trust an electronic copy of all final plans and specifications, all necessary forms for Electronic Bidding and advertisements for Bids, subject to approval of the Trust, employing standard Trust forms, in completed form.

Furnish the Trust seven (7) hard copies of all final plans (three of which must be one-half size), seven (7) hard copies of final specifications, and one (1) electronic copy of the final plans and specifications, all free of cost to the Trust. The cost of any additional copies of plans and specifications as the Trust may require will be reimbursed at the actual cost thereof.

- (10) 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.
- (11) Meet with the Trust and ODOT or their representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (12) Prior to the submission of Bidding Documents to the Trust for solicitation of Bids, the Engineer shall submit plans and specifications required for the granting of all necessary building permits.
- (13) 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 Trust.
- (14) Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits using United States Geological Survey (USGS) data. The Engineer shall provide a permanent bench mark 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.

## **Task 2 - Sequence of Construction and Traffic Control Plans in Accordance with the Manual on Uniform Traffic Control Devices (MUTCD)**

- (1) The Engineer shall prepare the construction traffic control plans for this project.
- (2) The Engineer will provide sequence of construction for the roadway and intersection(s).



## **Task 2 - Right-of-Way Plans Services in Accordance with ODOT Requirements, if applicable**

- (1) The Engineer shall provide certified ownership lists to the City and prepare legal descriptions for the necessary temporary and permanent easements to be acquired.
- (2) The Engineer shall provide right-of-way maps showing locations and dimensions of right-of-way to be acquired and assist the Trust when requested in negotiations with owners of property acquired for or affected by the improvements.
- (3) Completion of right-of-way information with construction plan for review by ODOT. The Engineer will furnish current legal descriptions to the Trust.

## **Task 4 – Construction Administration Services**

- (1) This project is anticipated to be supervised by ODOT forces during the construction process. It is the desire of the Trust that the Engineer acts as a representative for the Trust during the construction phases of the project and will provide written reports of construction activities along with recommendations if any actions by the Trust are required. Notwithstanding anything to the contrary in this Agreement, the Consultant is not a fiduciary with respect to the Client.
- (2) The Engineer will assist ODOT in coordinating and attend a preconstruction public meeting. The Engineer shall coordinate and conduct a public meeting in an approved location near the project for the purpose of answering questions about the project construction activities and schedule. The Engineer would coordinate a meeting facility, prepare any presentation materials, develop a mailing list, advertise the meeting, and assist ODOT to moderate the public meeting.
- (3) The Engineer will have the authority to act on behalf of the Trust only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (4) Meet with the Trust or its representatives at any time requested for consultation or conference as directed in writing by the City Engineer.
- (5) The Engineer will attend a pre-construction meeting with the successful contractor, ODOT, the Trust and all other interested parties.
- (6) Establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the Construction Contractor shall set its control for construction. 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 Trust'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 is in accordance with the bidding documents.

- (7) 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 Trust and its representatives, or ODOT, to safeguard the Trust against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure concurrence with ODOT and 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.
- (8) The Engineer shall visit the site 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 Trust informed of progress of the work, and will endeavor to guard the Trust against defects and deficiencies of the work.
- (9) Prepare and keep a record of the work performed by any contractor on this project and file with the Trust a monthly progress report covering the work performed by the contractor(s).
- (10) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Contractor and the Construction Contractor's subcontractors and material suppliers shall be through the ODOT Residency. Communications with other Trust contractors will be through the Trust. The Engineer shall be available at all times for the purpose of communication.
- (11) The Engineer shall supplement ODOT's inspection and submittal review process with a review for conformance with bidding documents, and report to the Trust for approval 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 from ODOT. 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 ODOT 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 is supplemental to ODOT's approval mechanism and shall not indicate approval of an assembly of which the item is a component.

- (12) 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 City Engineer and shall be binding upon the Construction Contractor. The Engineer will assist ODOT staff in their understanding recommended changes for the purpose of preparing any change orders that proceed from such recommended changes.
- (13) The Engineer shall conduct observations and inspections as required to determine the quality of work to be accepted and coordinate with ODOT the date or dates of final completion and acceptance. The Engineer shall receive and forward to the Trust all written warranties and any related documents required by the bidding documents and assembled by the Construction Contractor.
- (14) The Engineer will periodically review daily reports furnished by ODOT'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 through ODOT and the Trust. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means or to ODOT's inspection means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
- (15) 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.

**[Remainder of this page intentionally left blank]**

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

**EXHIBIT B  
COMPENSATION  
PROJECT NO. PC-0616  
STREET ENHANCEMENTS (FOUR LOCATIONS)**

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 \$639,640 (an increase of \$62,740) for Basic Services as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$639,640 (an increase of \$62,740), and in no event may the Engineer receive compensation in excess of the amount listed for each task for performance of its basic services.

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

Task 1A an amount not to exceed:  
\$163,400

Completion and recommendation by the City Engineer for approval of the Analysis for the project.

Task 1B an amount not to exceed:  
\$105,800

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:  
\$345,640 (an increase of \$37,940)

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

Task 3 an additional amount not to exceed:  
\$5,300 (an increase of \$5,300)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$16,900 (an increase of \$16,900)

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:  
\$2,600 (an increase of \$2,600)

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

[The 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 14th day of December, 2023.

KIMLEY-HORN AND  
ASSOCIATES, INC.

ATTEST:

Scott R. Arnold  
Vice President

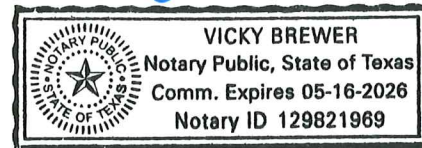
STATE OF TEXAS                    )  
  )    SS  
COUNTY OF TARRANT        )

This instrument was acknowledged before me on this 14 day of December, 2023, by Scott R. Arnold, as Vice President of Kimley-Horn and Associates, Inc.

Vicky Brewer  
Notary Public

My Commission Expires/My Commission Number:

05/16/2026 / 129821969  
(Seal)



IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 30TH day of JANUARY, 2024

ATTEST:

Amy K. Simpson  
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt

REVIEWED for form and legality.

Craig Keith  
Assistant Municipal Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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).

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

**COVERAGES****CERTIFICATE NUMBER:** 401361606**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	Y	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"/> <b>AUTOMOBILE LIABILITY</b> <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	Y	Y	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N 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 Limit \$2,000,000
E	Valuable Papers			CPP585223110	4/1/2023	4/1/2024	\$500,000

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

Re: KHA Project #061292813; PC-0616; STREET ENHANCEMENTS; OKC CROSSTOWN BIKE. The City and its participating trust are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Separation of Insureds applies to the General Liability Policy. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. The City is included as a Loss Payee where required by written contract. Deductibles: General Liability - \$0; Automobile Liability - \$0; Workers Compensation - \$0; Professional Liability - \$25,000.

**CERTIFICATE HOLDER****CANCELLATION**

City of Oklahoma City and  
its participating public trusts  
420 W. Main Street, Suite 700  
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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## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023  
forms a part of Policy No. 448-96-63  
issued to KIMLEY-HORN AND ASSOCIATES, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

#### ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE  
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR  
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is  
amended to add:**

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



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AUTHORIZED REPRESENTATIVE



## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023  
forms a part of Policy No. 448-96-63  
issued to KIMLEY-HORN AND ASSOCIATES, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

*This endorsement modifies insurance provided under the following:*

#### BUSINESS AUTO COVERAGE FORM

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



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AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 526-81-69

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.