

AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 2 to Contract for engineering services for the MAPS 4 Park Enhancements Public Space Transformation – River – Phase 1, 2, 3, and 4 (“Contract”) is entered into this 20TH day of MAY, 2025 by and between the City of Oklahoma City (“City”), a municipal corporation, and TEIM Design, PLLC (“Engineer”).

WITNESSETH:

WHEREAS, the City and the Engineer entered into a contract on November 8, 2022; and

WHEREAS, the City engaged the services of the Engineer to provide a conceptual report for MAPS 4 Park Enhancements Public Space Transformation – River – Phase 1, 2, 3, and 4, Project M4-NPR10, M4-NPR20, M4-NPR30, and M4-NPR40; and

WHEREAS, Amendment No. 1 to the contract was approved on May 9, 2023, to include engineering design services, including construction administration, and associated design fees; and

WHEREAS, subsequent to approval of Amendment No. 1, additional services should be increased to reimburse the Engineer for U.S. Army Corps of Engineers permit fees; 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:

Compensation. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$1,393,190 (an increase of \$15,000), which includes: for Basic Services an amount not to exceed \$1,353,190, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$40,000 (an increase of \$15,000), as specifically set forth in Exhibit E attached hereto and incorporated herein:

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

EXHIBIT B COMPENSATION

PROJECT M4-NPR10, M4-NPR20, M4-NPR30, AND M4-NPR40 MAPS 4 PARK ENHANCEMENTS – PUBLIC SPACE TRANSFORMATION – RIVER – PHASE 1, 2, 3, AND 4

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 \$1,393,190 (an increase of \$15,000), which includes: for Basic Services an amount not to exceed \$1,353,190, as specifically set forth in Exhibit B; and, for

Additional Services an amount not to exceed \$40,000 (an increase of \$15,000) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$1,353,190, 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.

Conceptual Design Report Services

Task 1A, 1B, and 1C an amount not to exceed: \$236,290	Completion of the Conceptual Report for the new Pedestrian Bridge, Low Water Dam and Community Stage (Gathering Area).
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Engineering Design Services

Task 1D an amount not to exceed: \$301,525	Completion and approval by the City of the Preliminary Report for the project.
Task 2 an additional amount not to exceed: \$600,000	Completion and approval by the City of the Final Plans and Specifications for the project.
Task 3 an additional amount not to exceed: \$43,075	Award of the construction contract to the Successful bidder.
Task 4 an additional amount not to exceed: \$155,070	Award of the construction contract to the City of the completed project. Said amount is to be paid proportionately to the level of completion of the project construction. The proportionate amount is to be consistent with the construction contractor's percentage of completion.
Task 5 an additional amount not to exceed: \$17,230	Upon satisfactory completion and acceptance of the as-built drawings.

III. Replace EXHIBIT E, ADDITIONAL SERVICES as follows.

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT M4-NPR10, M4-NPR20, M4-NPR30, AND M4-NPR40
MAPS 4 PARK ENHANCEMENTS – PUBLIC SPACE TRANSFORMATION –
RIVER – PHASE 1, 2, 3, AND 4**

Additional Services shall only be provided upon prior written and clearly detailed direction of the Program Manager. The Engineer may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the City's own forces, which work, or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures, and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing engineering and testing laboratories that have annual on-call contracts with the City.
7. Provide services after issuance of the City approved final certificate of payment to the contractor.
8. Provide part-time or full-time Project representative services.
9. Produce miscellaneous presentation materials beyond Basic Services requirements.
10. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
11. Provide staking of right-of-way for right-of-way acquisition purposes.

12. Prepare documents required for right-of-way/easement acquisitions.
13. Provide right-of-way/easement acquisition services.
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
15. Provide additional Construction Administration Services beyond requirements identified in Basic Services or Exhibit A.
16. Provide hydrology and/or hydraulics studies beyond requirements identified in Basic Services or Exhibit A.
17. Provide environmental study beyond requirements identified in Basic Services or Exhibit A.
18. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each)
19. Other items as necessary for the completion of the project.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$40,000 (an increase of \$15,000). This allowance is to be used and paid to the Engineer in the manner established in this Contract unless other compensation means are agreed to in writing by the Program Manager. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the Program Manager. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed

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 and Amendment No. 1 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. 2 to the Contract was executed and approved by the Engineer this 18th day of April, 2025.

ATTEST:

TEIM DESIGN, PLLC


Secretary


Vice President

IN WITNESS WHEREOF, this Amendment No. 2 to Contract was approved by the City of Oklahoma City on the 20TH day of MAY, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: ACEC Certificates PHONE (A/C, No. Ext): 770-552-4225 E-MAIL ADDRESS: ACECcertificates@greyling.com	
		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Insurance Company	
		INSURER B: Travelers Casualty Insurance Co of Amer	
		INSURER C: Property & Casualty Ins Co of Hartford	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1541520638**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			20SBWAF1LA5	4/13/2025	4/13/2026	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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input 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			20SBWAF1LA5	4/13/2025	4/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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			20SBWAF1LA5	4/13/2025	4/13/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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	20WEGBF1ZSM	4/13/2025	4/13/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			107232945	3/5/2025	3/5/2026	Per Claim \$1,000,000 Aggregate \$2,000,000

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

Re: Project M4NPR10, M4-NPR20, M4-NPR30, and M4-NPR Park Enhancement Public Space Transformation River Phase 1 4 - The City of Oklahoma City and any participating public 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. Valuable Papers (20SBWAM2736), Limit \$440,000, Deductible \$1,000 The City of Oklahoma City is included as a Loss Payee where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City;
420 W. Main Street
Oklahoma City OK 73102-0000

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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