

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 19TH day of NOVEMBER, 2024, by and between the City of Oklahoma City, a municipal corporation, herein called "City", and Bernhard TME, herein called "Engineer".

WITNESSETH:

WHEREAS, the Trust and the Engineer entered into an agreement on September 1, 2020 as follows:

Project No. MB-1493
Downtown Campus, City Building Heating, Ventilation And Air Conditioning Improvements; and

WHEREAS, the City engaged the services of the Engineer to provide for design and all other engineering services related to assessment of the heating, ventilation and air conditioning (HVAC) systems at the Downtown Campus, City Buildings, 100 North Walker Avenue, 200 North Walker Avenue and 420 West Main Street; and

WHEREAS, the original contract provided for an assessment of the HVAC systems to determine necessary improvements; and

WHEREAS, subsequent to the execution of the original contract, and in response to the COVID 19 Pandemic, it was determined to be in the best interest of the City to direct the Engineer to defer development of the original scope of work to allow development of HVAC system renovation options to improve indoor air quality, and

WHEREAS, as a result, each building received added filtration and UV light to treat the outdoor and recirculated air for a total construction cost of \$1,431,71; and

WHEREAS, the work above was performed under Phase I; and

WHEREAS, it has been determined to be in the best interest of the City to proceed with development of the original scope of work, which will now be performed under Phase II; and

WHEREAS, the base bid documents for Phase II will be comprised of the scopes of work for 100 North Walker and the James D. Couch Building; and

WHEREAS, final plans for 200 North Walker will be provided to the City to use, as an add alternate, or when funding for the scope becomes available; and

WHEREAS, the estimated construction cost for Phase II is \$4,682,372; 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 \$251,000 for Engineering services

For Amendment No. 1:

Not to exceed \$307,460 for Engineering services

Total Amended Contract:

Not to exceed \$558,460 for all services (an increase of \$307,460); 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 developing renovation options to the HVAC systems that would improve indoor air quality under Phase I and proceeding with development of the original scope of work, which will now be performed under Phase II); 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 \$558,460 (an increase of \$307,460), which includes: for Basic Services an amount not to exceed \$558,460 (an increase of \$307,460), which is specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed (possible by future amendment), 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. 1)**”:

**Exhibit A-Scope of Work
(Added by Amendment No. 1)**

Project Definition

The Project consists of the evaluation and selected renovation of mechanical systems at three buildings in the City’s downtown campus. These buildings include:

- 420 West Main Building

CS 10/22/18

- 200 North Walker
- 100 North Walker

The project has evolved from a single HVAC upgrades project funded through General Obligation Bond Funds into a two-phase project that has mixed funding. The original scope has become Phase 2 and the additional scope has become Phase 1.

Phase 1: With the onset of COVID during the Task 1 phase of the project. The Engineer was tasked with developing renovation options to the building HVAC systems that would improve indoor air quality in a response to the COVID pandemic. A solution was presented for each of the buildings to provide added filtration and UV light to treat the outdoor and recirculated air in each building. Design documents were developed, and bids were received. The project has been completed with a total cost of construction of \$1,431,716. This phase was funded using Capital Improvement Funds.

Phase 2: The second phase of the project will be developed to continue HVAC improvements as recommended in Task 1 that was initiated prior to and completed during the inclusion of the Phase 1 scope. The following are building specific scopes of work:

James D. Couch Building (420 W Main):

1. Extend the BAS systems to floors 6-10. BAS extension for floors 3 and 10 are to be completed as part of a separate tenant fit-out project.
2. Replace existing fan-coil units that exceed 20-years or determined to be unserviceable based on the existing condition. The new fan coil system will be designed to provide standardized equipment and design on each floor. Floors included in the replacement program will be 1,2,6,7,8 and 9.

100 North Walker:

1. Complete the return air-duct and provide a sealed shaft for the return air path from the floors to the central air-handling unit located in the penthouse. This is a continuation of work that was included in the Phase 1 scope of work.
2. Repair, renovate or upgrade the electrical, mechanical and fire systems to meet current applicable codes as identified by the authority having jurisdiction (AHJ). This work shall allow for the buildings to achieve a final Certificate of Occupancy.

200 North Walker (City Hall):

1. Replace selected fan coil units throughout the building.

The base bid documents will be comprised of the scopes for the 100 North Walker and the James D. Couch Building. The scope of work for 200 North Walker will be provided to the City to use as an add alternate, or when funding for the scope becomes available. Construction Administration would be provided under a possible future amendment.

The Engineer will provide Mechanical, Electrical, Plumbing, Fire Protection and Structural Engineering and Architectural basic services as defined in the tasks listed below. Architectural Services will be provided by our sub-consultant GSB Inc.

CS 10/22/18

Task 2 – Final Plans and Specifications

1. The Engineer will prepare final plans and specifications for bidding and construction. Bidding Documents will be produced and supplied to the City for bidding purposes, 90-days after the City has reviewed the Preliminary Services Report and provided the official notice to proceed.
 - a. The Engineer shall prepare Bidding Documents in accordance with established standards, policies and procedures of the City and shall meet the design requirements therein.
2. Specifications will be based on Construction Specification Institute (CSI) 2004 Master Format for all discipline specific specifications.
 - a. Consultant shall prepare all documents in compliance with current electronic bidding requirements of the City.
 - b. Documents required by the City to be included in the bidding documents will be provided to the Engineer by the Project Manager.
3. Drawings will be based on a 30" x 42" sheet format and produced using either AutoCAD or Revit.
 - a. A consolidated bid packages will be produced which shall include the proposed work for each of the three (3) buildings.
 - b. The bid package shall be developed in a manner which designates a lump sum base bid for all required work and ADD / ALTERNATES for any remainder.
4. Engineer will provide a 60% submission.
 - a. Five (5) sets of drawings.
 - b. One electronic set of consolidated plans and specifications.
 - c. Detailed Fixed Limit Construction Cost estimate.
5. Engineer will provide a 95% submission.
 - a. Five (5) sets of drawings.
 - b. One electronic set of consolidated plans and specifications.
 - c. Detailed Fixed Limit Construction Cost estimate.
6. Prior to bid documents being released, the Engineer will produce a "Permit Set" for review and use by the City.
 - a. The Engineer shall submit the Permit Set of documents to Development Services for plan review and code compliance. The City will provide a TMP permit number for use by the Engineer.
 - b. The Engineer shall work directly with Development Services and shall make all corrections to all issues identified in the plans and specifications by Development Services.
7. Engineer will provide to the City at no additional cost to the project the following Plans and Specifications.
 - a. Three (3) half-size sets of the Construction Drawings.
 - b. Four (4) full-size sets of the Construction Drawings.
 - c. Seven (7) full-size hard copies of the specifications.
 - d. One (1) electronic copy of the plans and specifications.

Task 3 – Bidding Services

CS 10/22/18

The Engineer will coordinate with City to provide the following bidding services at agreed upon schedules and dates as dictated by the City.

1. Conduct one (1) Pre-Bid Conference. The location of the Pre-Bid Conference shall be established by the Project Manager and will be included in the Notice to Bidders.
2. Answer Bidders questions during the bid phase and prepare and distribute all required addenda.
3. Engineer will receive a copy of the Bids from the City. It is understood that bids will be submitted using the Periscope format.
4. Conduct a Bid Review Conference with the City.
5. Engineer shall issue a formal recommendation to the City for the acceptance or rejection of bids received.
6. After Bids are reviewed and if the base bid is determined to be outside of the Fixed Limit of Construction Cost, the Engineer will revise the plans and specs for a re-bidding process. The City will determine ADD/ALTERNATE scope that will be included with the base bid depending on availability of funds.

Task 4 – Construction Administration Services

The Engineer will provide Construction Administration (CA) Services for all accepted scope until such time as the final payment is made to the contractor to include the Final Waiver of Lien and the Substantial Completion Documents have been signed by all parties.

1. Coordinate with the City and attend an on-site pre-work conference with the successful bidder.
2. Coordinate and conduct work progress meetings with the City and Contractor.
3. Maintain a record log of all documents received by the Engineer.
4. Review shop drawings and submittals in a timely manner, and promptly submit such review to the Project Manager or designated City representative.
5. Review daily reports by the City Inspector.
6. Provide weekly or daily site inspections and reports, based on work progress and in accordance with the contract for consultant services. Engineer shall not be responsible for the contractor's work, but shall recommend rejection of any work not deemed to be in accordance with the design and intent of the contract documents or applicable codes.
7. Review monthly pay applications and schedules of value as submitted by the contractor and make recommendations to the City based on actual levels of work performed and material stored or installed.
 - a. Monthly applications for payment shall be processed by the Engineer in a timely manner and in accordance with the consultant contract and such reviews shall not exceed seven (7) calendar days.
8. Manage communications between the Contractor and the Engineer and the Contractor and the City. This shall include but not be limited to:
 - a. Requests for Information (RFI's)
 - b. Change Order Requests
 - c. Pay Applications
9. Coordinate with the contractor for the production of the following Close out documents:
 - a. Record Drawings
 - b. Warranties

- c. Operation and Maintenance Manuals

Task 5 – As-Built Drawing Services

1. The Engineer will provide Record Drawings based on the following:
 - a. Compilation of all addenda or issued design directives to the Contractor.
 - b. Contractor's "Red-Line" Drawings.
 - c. Noted changes based on as-built surveys.
 - d. Drawings will be issued to the City in a compatible AutoCAD format and PDF color file.
 - e. All changes will be indicated in RED color.
2. Engineer will furnish the City files of all basic calculations.
3. Engineer will provide, to the City, the O&M manuals as prepared by the Contractor.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. MB-1493
DOWNTOWN CAMPUS, CITY BUILDING HEATING, VENTILATION AND AIR
CONDITIONING IMPROVEMENTS**

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 \$558,460 (an increase of \$307,460) which includes: for Basic Services an amount not to exceed \$558,460 (an increase of \$307,460), which is specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed (possible by future amendment) as specifically set forth in Exhibit E.

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

Compensation for basic services may not exceed \$251,000, 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:
\$68,500

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:
\$127,750

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

Task 3 an additional amount not to exceed:
\$9,125

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$36,500

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:
\$9,125

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

B.II. Basic Work and Services
Phase II (added by Amendment No. 1)

Compensation for basic services may not exceed \$307,460 (an increase of \$307,460), 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:
Not required for this Phase

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:
\$239,269

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

Task 3 an additional amount not to exceed:
\$17,091

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$40,880

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:
\$10,220

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

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 4TH day of NOVEMBER, 20 24.

BERNHARD TME

ATTEST:

STATE OF Louisiana)

COUNTY OF Jefferson)

SS

VICE

President

This instrument was acknowledged before me on this 4TH day NOVEMBER, 2024, by JACOB C. ALTER, as VICE PRESIDENT of BERNHARD TME, LLC.

My Commission Expires/My Commission Number:

Lifetime Commission 161800

(Seal)



JENNIFER A. O'NEILL
Notary Public
Notary ID No. 161800
St. Tammany Parish, Louisiana

Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by The City Of Oklahoma City this 19TH day of NOVEMBER, 20 24.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2024

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 Cadence Insurance, A Gallagher Company 4041 Essen Lane, Suite 400 Baton Rouge LA 70809 | CONTACT NAME: Sharon Elgin PHONE (A/C, No, Ext): 225-336-3284 E-MAIL ADDRESS: sharon.elgin@cadenceinsurance.com FAX (A/C, No): |
| INSURED Bernhard TME, LLC One Allied Drive, Suite 2600 Little Rock, AR 72202 | INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Travelers Indemnity Company of CT INSURER C: Starr Indemnity & Liability Company INSURER D: Travelers Property Casualty Co of America INSURER E: Vantage Risk Specialty Insurance Company INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 949221099**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"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | VTC2KCO5468B485IND24 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| B | <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 | | | VTC2ECAP5468B497TCT24 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 1000585884241 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| D | 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 | UB1N3954722425K UB1N0462112425R | 7/1/2024 7/1/2024 | 7/1/2025 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Includes USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| E | Professional/Pollution Leased/Rented Cyber Liability | | | P03CP0000061700 | 7/1/2024 | 7/1/2025 | \$10,000,000 Occ See Remarks See Remarks \$10,000,000 Agg |

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

Certificate holder is considered an Additional Insured when required by written contract for both Ongoing and Completed Operations on the General Liability policy, as per endorsement # CG D6 04, edition 02/19 and Automobile Policy as per endorsement # CA T4 74, edition 02/16, pursuant to and subject to the policy terms, definitions, conditions and exclusions. Excess Policy follows form of underlying General Liability, Automobile and Employers Liability (Workers Comp) policies pursuant to and subject to the policy term, definitions, endorsements and exclusions. Certificate Holder is considered an Additional Insured when required by written contract as respects to the Pollution Policy, pursuant to and subject to the policy terms, definitions, conditions and exclusions. Waiver of Subrogation when required by written contract applies to Certificate Holder, as respects to the General Liability, Automobile, Excess Liability, Professional Liability and Workers Compensation policies, pursuant to and subject to the policy terms, definitions, conditions and exclusions. General Liability, Automobile and Excess Liability policies are Primary and Noncontributory when required by written contract. Thirty (30) Day Notice of Cancellation (other than See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City and It's Beneficiary Trusts
100 North Walker, 4th 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|------------------|--|--|
| AGENCY Cadence Insurance, A Gallagher Company | | NAMED INSURED Bernhard TME, LLC One Allied Drive, Suite 2600 Little Rock, AR 72202 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Non-Payment) applies to Certificate Holder when required by written contract. Certificate Holder is considered an Alternate Employer when required by written contract with respects to Workers Compensation, pursuant to and subject to the policy terms, definitions, conditions and exclusions. Equipment valuation for Leased/Rented is legal liability but no more than replacement cost.

CYBER LIABILITY: Policy #107866819
 Policy Term: 7/1/2024 - 7/1/2025
 Carrier: Travelers Casualty and Surety Company of America
 Privacy and Security Liability - \$5,000,000
 Aggregate - \$5,000,000

LEASED/RENTED EQUIPMENT: Policy #UM00061241MA24A
 Policy Term: 7/1/2024 - 7/1/2025
 Carrier: XL Specialty Insurance Company
 NAIC #: 37885
 Limits: \$750,000 Per Item / \$2,500,000 Total Limit

Equipment valuation for Leased/Rented is legal liability but no more than replacement cost.

PROJECT NO. MB-1493 DOWNTOWN CAMPUS, CITY BUILDING HEATING, VENTILATION AND AIR CONDITIONING IMPROVEMENTS

General Liability, Automobile Liability and Workers Compensation Policies: \$150,000 Deductible