

AMENDMENT NO. 3 TO CONTRACT FOR ENGINEERING SERVICES

This amendment is made and entered into this 21st day of June, 2022, by and between the City of Oklahoma City, a municipal corporation, herein called "City" and Cowan Group Engineering, LLC, herein called "Engineer".

WITNESSETH:

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

Project No. PC-0613
Streetscape; and

WHEREAS, this project provides for the design and all other engineering services related to streetscape consisting of district markers, crosswalks, ramps, sidewalks, lighting, landscaping, and drainage solutions with consideration for Green Infrastructure strategies at North Portland Avenue between NW 23rd Street and NW 36th Street; and

WHEREAS, subsequent to the execution of the original contract, it was determined to be in the best interest of the City to direct the Engineer to revise the Preliminary Report to include two additional pedestrian crossings; and

WHEREAS, the additional pedestrian crossings include a signalized crossing at NW 27th Street and a mid-block crossing between NW 33rd and NW 34th Street; and

WHEREAS, in order to incorporate the additional crossings into the design, it was necessary for the Engineer to complete a Traffic Analysis, including, but not limited to the following: 1) collection of traffic counts and turning movement data; 2) obtaining available collision data for the preceding 5-year period; 3) projection of 10-year traffic volumes; 4) evaluation of traffic signal installation and demand for pedestrian crossings at the identified locations; and 5) completion of an operational and capacity analysis; 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 was determined to be in the best interest of the City to add an additional signalized intersection to the project; and

WHEREAS, upon completion of the preliminary report, the Engineer prepared and submitted a concept plan and cost estimates for two intersections, including NW 27th Street and NW 31st Street, with options for a ‘No Left Turn with Median’ and a ‘Left Turn with Widening’; and

WHEREAS, it was determined to proceed with the NW 27th Street concept; therefore, the Engineer was required to revise plans and provide additional design services, including, but not limited to: 1) roadway widening, pavement reconstruction, new medians, sidewalk reconfiguration, and the addition of ADA ramps; 2) additional traffic signal at NW 27th Street, including proposed signal equipment, pavement markings, signals, and control cabinets; and 3) landscape and irrigation for the two medians along Portland Avenue at the intersection of NW 27th Street; and

WHEREAS, the work above was authorized under the auspices of **Amendment No. 2**; 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 direct the Engineer to provide easement staking and acquisition services for 16 parcels of land along the alignment of the ADA compliant sidewalk; and

WHEREAS, therefore, it is necessary to increase Exhibit E – Additional Services to compensate the Engineer for these services; 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 \$265,924 for engineering services

For Amendment No. 1:

Not to exceed \$9,234 for engineering services

For Amendment No. 2:

Not to exceed \$40,513 for engineering services

For Amendment No. 3:

Not to exceed \$81,600 for engineering services

Total Amended Contract:

Not to exceed \$397,271 for all services (an increase of \$81,600); 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 performing a traffic analysis and revising the Preliminary Report to include the design of two additional pedestrian crossings; **Amendment No. 2** work related to revising plans and providing design for an additional signalized intersection at NW 27th Street; and **Amendment No. 3** work related to easement staking and acquisition services for 16 parcels of land); 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 \$397,271 (an increase of \$81,600), which includes: for Basic Services an amount not to exceed \$294,747 as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$102,524 (an increase of \$81,600), as specifically set forth in Exhibit E attached hereto and incorporated herein.

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

**EXHIBIT B
COMPENSATION
PROJECT NO. PC-0613
STREETSCAPE**

Under the terms of this Contract, the Engineer agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$397,271 (an increase of \$81,600), which includes: for Basic Services an amount not to exceed \$294,747 as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$102,524 (an increase of \$81,600) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed 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:
\$36,500

Completion and recommendation by the City of the Sketch Plan for the project.

Task 1B an amount not to exceed:
\$55,247

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:
\$143,900

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

Task 3 an additional amount not to exceed:
\$11,200

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$41,700

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:
\$6,200

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

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

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. PC-0613
STREETSCAPE**

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

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the City's own forces, which work or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.
4. Provide design required for the selection, procurement or installation of furniture, fixtures and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing engineering and testing laboratories that have annual on-call contracts with the City.
7. Provide services after issuance of City approved final certificate of payment to the contractor.
8. Provide part-time or full-time Project representative services.
9. Produce miscellaneous presentation materials beyond Basic Services requirements.
10. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
11. Provide staking for right-of-way acquisition purposes - \$6,400 (an increase of \$6,400) – 16 parcels at \$400 per parcel

12. Prepare documents required for right-of-way/easement acquisitions
13. Provide right-of-way/easement acquisition services. - \$75,200 (an increase of \$75,200) 16 parcels for a lump sum fee of \$75,200
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$102,524 (an increase of \$81,600). This allowance is to be used and paid to the Engineer in the manner established in this Contract, unless other compensation means are agreed to in writing by the City Engineer. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the City Engineer. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Engineer's employees and the Engineer's consultant's employees and shall be accounted for separately for each Additional Service performed.

[The remainder of 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 27th day of May, 2022.

COWAN GROUP ENGINEERING,
LLC

Jeff Cowan
President

ATTEST:

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 27th day of May, 2022, by Jeff Cowan, as President of Cowan Group Engineering, LLC.



Commission Expires/My Commission Number: 4/4/25 / 13003181

Lisa Schmitz
Notary Public

IN WITNESS WHEREOF, this amendment was approved and executed by The City of Oklahoma City this 21st day of June, 2022

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

[Signature]
Vice Mayor

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2022

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 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 The Insurance Center Agency, Inc. 5600 N May Ave Ste 300 Oklahoma City OK 73112		CONTACT NAME: Debbie Hankins PHONE (A/C, No, Ext): (405)843-0793 E-MAIL ADDRESS: debbie@ticokc.com FAX (A/C, No): (405)843-3208													
INSURED COWAN GROUP ENGINEERING LLC 7100 N Classen, Ste: 500 OKLAHOMA CITY OK 73116		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Continental Cas Company</td><td>NAIC # 20443</td></tr><tr><td>INSURER B: Valley Forge Ins Co</td><td>20508</td></tr><tr><td>INSURER C: Continental Ins Co.</td><td>35289</td></tr><tr><td>INSURER D: Great Amer Ins. Co.</td><td>16691</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Continental Cas Company	NAIC # 20443	INSURER B: Valley Forge Ins Co	20508	INSURER C: Continental Ins Co.	35289	INSURER D: Great Amer Ins. Co.	16691	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 22-23 Per Project

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	X	Y	4031461078	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							PAESL	\$	
B	AUTOMOBILE LIABILITY	X	Y	6021433371	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist combined single	\$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031463610	3/1/2022	3/1/2023		\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	4031461212	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								
	If yes, describe under DESCRIPTION OF OPERATIONS below								
D	E & O Professional Liab			DPPE438726	3/16/2022	3/16/2023	Each Claim	2,000,000	
	Claim Made: Retro Date 3/16/201						Each Deductible	5,000	

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

Project: PC-0613 Streetscape

City of Oklahoma City and its participating trusts are named as additional insureds without reservation or restriction. Waivers of subrogation apply on Worker's Compensation, General Liability, Auto Liability and Valuable Papers coverage as required by written contract and allowed by state law. \$500 deductible for each policy except Professional Liability. Valuable Papers for \$25,000 with a \$500 deductible. The City of Oklahoma City and any of its participating public trusts are named as loss payees on the valuable

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City and its participating public trusts 420 W Main Street 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 Cavett Lee, AAI/DSH 

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ACORD 25 (2014/01)

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INS025 (201401)

COMMENTS/REMARKS

papers insurance policy for this project.