

AMENDMENT NO. 2 TO CONTRACT FOR ARCHITECTURAL SERVICES

This amendment is made and entered into this 4TH day of JUNE, 2024, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and ADG Blatt PC, herein called "Architect".

WITNESSETH:

Project No. MB-1649
Driving Facility at the Public Safety Training Facility; and

WHEREAS, the City engaged the services of the Architect to provide for design and all other architectural services related to a Driving Facility at the new Public Safety Training Facility, between I-240, SE 104th Street, Air Depot Boulevard and Midwest Boulevard; and

WHEREAS, subsequent to the execution of the original contract, it has been determined that landscaping services will be required for the project site; and

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

WHEREAS, subsequent to the execution of the original contract as previously amended, and a result of programmatic needs discussion with the Police Department, the Architect evaluated the scope of the project and the associated construction cost and it has been determined to be in the best interest of the City to direct the Architect to prepare a base bid for the driving track, and bid alternates for ESS Turns/Off-Camber, an inner loop, skills pad, driver training building and parking lots and drives; and

WHEREAS, the original contract must be amended to incorporate the Architect's increased scope of work related to these services and associated fees; and

WHEREAS, the total compensation to be paid to the Architect for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$508,560 for Architectural services

For Amendment No. 1:

Not to exceed \$4,500 for Architectural services

For Amendment No. 2:

Not to exceed \$380,528 for Architectural services

Total Amended Contract:

Not to exceed \$893,588 for all services (an increase of \$380,528); and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend **Paragraph 2. Architectural Services.** to read as follows:

Architectural Services. The Architect is hereby engaged and employed by the City to perform in accordance with good architectural 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 landscaping services required for the project site; and **Amendment No. 2** work related to preparation of a base bid for the driving track, and bid alternates for ESS Turns/Off-Camber, an inner loop, skills pad, driver training building and parking lots and drives); 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 architectural services under this Contract shall not exceed a total fee of \$893,588 (an increase of \$380,528), which includes: for Basic Services an amount not to exceed \$808,588 (an increase of \$380,528), and for Reimbursable Expenses an amount not to exceed \$25,000, as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$60,000, 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. 2)**”:

**Exhibit A – Scope of Work
(Added by Amendment No. 2)**

As a result of several meetings with the Police Department, the following programmatic requirements were established:

- o Site Improvements
 - Grade the site, bring site utilities onto the property, landscaping, inclusion of perimeter site fencing and controlled access entry gates.
- o Driver Training Building (DTB)
 - The DTB has increased from 1,600 SF to 5,047 SF.
- o Skills Pad
 - The size of the Skills Pad has now been determined to have a footprint of 300 feet x 300 feet. The Skills Pad concrete paving shall be a heavy-duty section, such as 8 to 10-inches thick 4,000 psi concrete reinforced with No. 4 rebar at 18-inches on center each way.
- o Driving Track
 - The Driving Track needs to have the following features:

- The track includes a high-speed section capable of allowing the drivers to hit up to 60 mph. The main track corners are superelevated to allow drivers to carry speed into and out of the corners. The track also includes an ESS curve section, two reverse camber turns, an accident-avoidance section, a CLEET training area, street scape, low water crossing, and a cul-de-sac. Also connected to the track is a gravel - off road path that connects the street scape with the Skills Pad.
- Due to the function of the track, the concrete will likely be a heavy-duty section such as 6 to 7-inches thick 4,000 psi concrete reinforced with No. 4 rebar at 18-inches on center each way.

The Preliminary Report Submittal dated May 7, 2024 includes more in-depth information regarding the items noted above and below.

The Total Estimated Construction Cost noted in the Preliminary Report came to **\$8,973,695** which exceeds the original Fixed Limit of Construction Cost by **\$4,348,895**.

- o Based upon the realization that the estimated construction costs for the actual project scope items far exceeded the Original Fixed Limit of Construction Cost, the following list of Base Bid and Add Alternate Items was developed in conjunction with OKC Public Works and the OKC Police and Fire Departments:

<u>Driving Facility Base Bid and Add Alternates</u>		<u>Estimated Construction Cost</u>
Base Bid	Driving Track	\$4,245,437
Add Alternate 1	ESS Turns/Off-Camber	\$ 265,891
Add Alternate 2	Inner Loop	\$ 188,687
Add Alternate 3	Skills Pad	\$1,774,563
Add Alternate 4	Driver Training Building	\$2,195,334
Add Alternate 5	Parking Lot and Drives	\$ 303,781
Total		\$8,973,695

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

**EXHIBIT B
COMPENSATION
PROJECT NO. MB-1649
DRIVING FACILITY AT THE PUBLIC SAFETY TRAINING FACILITY**

Under the terms of this Contract, the Architect 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 \$893,588 (an increase of \$380,528), which includes: for Basic Services an amount not to exceed \$808,588 (an increase of \$380,528), and for Reimbursable Expenses an amount not to exceed \$25,000, as specifically set forth in Exhibit B, attached hereto and

incorporated herein; and, for Additional Services an amount not to exceed \$60,000 as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$808,588 (an increase of \$380,528) and in no event may the Architect receive compensation in excess of the amount listed for each task for performance of its basic services.

The Architect 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:
\$167,530 (an increase of \$76,106)

Completion of the Schematic Design for the project.

The Breakdown for Task 1A is as follows:
Schematic Design
Geotechnical Engineering

\$157,040 (an increase of \$76,106)
\$10,490

Task 1B an amount not to exceed:
\$209,198 (an increase of \$95,132)

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

The Breakdown for Task 1B is as follows:
Fire Protection
Design Development/ Preliminary Report
Landscaping

\$ 8,400
\$196,298 (an increase of \$95,132)
\$ 4,500 (added by Amendment No. 1)

Task 2 an additional amount not to exceed:
\$235,558 (an increase of \$114,158)

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

Task 3 an additional amount not to exceed:
\$23,556 (an increase of \$11,416)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$157,041 (an increase of \$76,106)

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:
\$15,705 (an increase of \$7,610)

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

B.II. Reimbursable Expenses

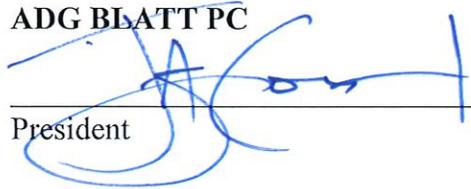
The City agrees to pay reimbursable expenses in an amount not to exceed \$25,000. Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Architect in the interest of the project, with the prior approval of the City Engineer, and include the following:

1. Expenses of reproductions for reports, plans and specifications as required by the City, up to \$5,000
2. Expenses for Travel and car rental, lodging and per diem up to \$20,000

Reimbursable expenses are limited to the actual cost for expenditures and shall not include any anticipated profits, overhead expenses, salaries and/or such other costs.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Architect 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 Contract was executed and approved by the Architect this 17th day of May, 2024.

ADG BLATT PC


President

ATTEST:

STATE OF Oklahoma
COUNTY OF Oklahoma) SS

This instrument was acknowledged before me on this 17th day May, 2024, by Jason Cotton, as C.E.O. of ADG Blatt PC.

My Commission Expires/My Commission Number:



7/24/2027 / 19007422 Cheryl Stewart
(Seal) Notary Public

IN WITNESS WHEREOF, this Contract was approved and executed by The City of Oklahoma City this 4TH day of JUNE, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Frank Green
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2024

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 License # 100101891 Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136	CONTACT NAME: Samantha Conklin PHONE (A/C, No, Ext): (918) 712-5234 FAX (A/C, No): E-MAIL ADDRESS: samantha.conklin@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED ADG Blatt PC 920 W Main Oklahoma City, OK 73106	INSURER A : Hartford Underwriters Insurance Company 30104
	INSURER B : Nutmeg Insurance Co. 39608
	INSURER C : Technology Insurance Company 42376
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Business Liability General Aggre	X	X	38SBAAX1NYV	4/5/2024	4/5/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	38UECEL5073	4/5/2024	4/5/2025	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	38SBAAX1NYV	4/5/2024	4/5/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TWC4361385	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Valuable Papers			38SBAAX1NYV	4/5/2024	4/5/2025	Limit 425,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MB-1649 – Driving Facility at the Public Safety Training Facility
 The City of Oklahoma City and its participating trusts, as their interests may appear per written contract, are named as Additional Insured with Waiver of Subrogation regarding General, Automobile and Umbrella/Excess Liability coverages. Waiver of Subrogation applies regarding Workers' Compensation. \$0 Deductible for General Liability and Automobile Liability

CERTIFICATE HOLDER **CANCELLATION**

The City of Oklahoma City and its participating public trusts 420 W. Main, 7th 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 