

### **AMENDMENT NO. 3 TO CONTRACT FOR ARCHITECTURAL SERVICES**

This amendment is made and entered into this 10TH day of SEPTEMBER, 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 work above was authorized under the auspices of **Amendment No. 2**; and

**WHEREAS**, subsequent to the execution of the original contract as previously amended, it has been determined to be in the best interest of the City to direct the Architect to provide Furniture, Fixture and Equipment (FF&E) design services; 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

For Amendment No. 3:

Not to exceed \$9,000 for Architectural services

Total Amended Contract:

Not to exceed \$902,588 for all services (an increase of \$9,000); 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; and **Amendment No. 3** work related to design of FF&E); 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 \$902,588 (an increase of \$9,000), which includes: for Basic Services an amount not to exceed \$817,588 (an increase of \$9,000), 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. 3)**”:

**Exhibit A – Scope of Work  
(Added by Amendment No. 3)**

**Project Scope**

The scope of work includes the identification and selection of the types of furniture and shelving required for the project based upon function, finalization of layouts, creation of budget, coordination of furniture with power and data in the building(s), selection of finishes, coordination of procurement with furniture dealer(s) and coordination of installations with

furniture dealer(s), vendor(s). The goal of this scope is to provide a turnkey solution for the City.

#### Task 1A - Schematic Design (SD)

- Programming of functional requirements to assist in preliminary budgeting
- Development of preliminary furniture/shelving plan layouts
- Development of a preliminary purchase and installation budget
- Preliminary coordination w/mechanical, electrical, and plumbing devices/connections
- "Visual Listening" exercise to verify furniture aesthetic direction and level of quality

##### Deliverables:

- Furniture/shelving plan layouts
- Preliminary purchase and installation budget

#### Task 1 B - Design Development (DD)

- Verify furniture/shelving plan layouts
- Coordinate mockup installation or furniture demo as required per the owner
- Selection of type/level of quality of furniture/shelving
- Select furniture/shelving finishes
- Update purchase and installation budget based upon owner selections
- Presentation of furniture/shelving types and finishes to the owner
- Creation of presentation boards or digital documents as required per the owner

##### Deliverables:

- Furniture/shelving plan layouts
- Updated purchase and installation budget
- Presentation materials for furniture/shelving finish selection documentation

#### Task 2 - Final Plans

- Document furniture/shelving selections in coordination with a dealer(s), vendor(s)
- Coordinate all final furniture/shelving locations with mechanical, electrical, and plumbing devices/connections
- Update purchase and installation budget
- Coordinate projected lead times with dealer(s), vendor(s) and communicate with owner

##### Deliverables:

- Furniture/shelving plan layouts
- Updated purchase and installation budget
- Presentation materials for selection documentation to owner
- Lead time schedule development and communication to owner
- Furniture/shelving selections in coordination with dealer(s), vendor(s)

#### Task 4 - Construction Administration (CA)

- Coordinate and finalize lead time schedule with dealer(s), vendor(s) and owner
- Coordinate turnkey invoicing from dealer(s), vendor(s)
- Coordinate delivery/installation with dealer(s), vendor(s) and owner

- Visit site at each delivery and create punch lists for the installer
- Coordinate damage repair/replacement with dealer(s), vendor(s)
- Visit site and assist in final furniture/shelving placement
- Final walk through with owner

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 \$902,588 (an increase of \$9,000), which includes: for Basic Services an amount not to exceed \$817,588 (an increase of \$9,000), 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 \$817,588 (an increase of \$9,000) 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:  
\$169,780 (an increase of \$2,250)

Completion of the Schematic Design for the project.

The Breakdown for Task 1A is as follows:

Schematic Design

\$159,290 (an increase of \$2,250)

Geotechnical Engineering

\$10,490

Task 1B an amount not to exceed:  
\$211,448 (an increase of \$2,250)

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

\$ 8,400

Design Development/ Preliminary Report  
Landscaping

\$199,548 (an increase of \$2,250)  
\$ 4,500 (added by Amendment No. 1)

Task 2 an additional amount not to exceed:  
\$237,808 (an increase of \$2,250)

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

Award of the construction contract to the  
successful Bidder.

Task 4 an additional amount not to exceed:  
\$159,291 (an increase of \$2,250)

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

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 13<sup>th</sup> day of August, 20 24.

ATTEST:

STATE OF Oklahoma)

) SS

COUNTY OF Oklahoma)

ADG BLATT PC

President

This instrument was acknowledged before me on this 13<sup>th</sup> day August, 2024, by Jason Cotton, as President, CEO of ADG Blatt PC.



My Commission Expires/My Commission Number:

7/24/2027 / 19007422

(Seal)

Cheryl Stewart  
Notary Public

IN WITNESS WHEREOF, this Contract was approved and executed by The City of Oklahoma City this 10TH day of SEPTEMBER, 20 24.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K Simpson  
City Clerk



David Holt  
Mayor

REVIEWED for form and legality.

Chris Hall  
Assistant Municipal Counselor





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2024

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 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 RESERVED RESOURCE INSURANCE LLC 9 W ARROWHEAD CIRCLE SANTA FE, NM 87506	CONTACT NAME: George J. Vogler PHONE (A/C, No, Ext): 505-780-5009 FAX (A/C, No): E-MAIL ADDRESS: george.vogler@ae-always.com
INSURED  ADG BLATT P.C. 920 W. Main Oklahoma City OK 73106	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 20443

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		X	AEH004316518	01/23/2024	01/23/2025	\$2,000,000 Per Claim (including defense cost) \$2,000,000 Aggregate (including defense cost)

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

Project Number MB-1649 - Driving Facility at the Public Safety Training Facility

The policy deductible with respect to The City of Oklahoma City and its Participating Public Trusts is \$25,000 per claim.

Should the Insurer cancel the above described policy before the expiration date for reasons other than nonpayment of premium or deductible when due, the issuing Insurer will mail 30 days written notice to the certificate holder named below and if canceled for such nonpayment 10 days notice will be given.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City and its participating public trusts  
420 W Main Street, 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



ADGPC00-01

LBYPD

## 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).

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

## 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 SUBR INSD 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	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"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	38SBAAX1NYV	4/5/2024	4/5/2025	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
								\$
								\$
								\$
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>	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 <i>Rouisa Byrd</i>