

AMENDMENT NO. 2 TO CONTRACT FOR ARCHITECTUAL SERVICES

This Amendment No. 2 to Contract for architectural services for the MAPS 4 Fairgrounds Coliseum (“Contract”) is entered into this 19TH day of NOVEMBER, 2024 by and between the City of Oklahoma City (“City”), a municipal corporation, and Populous, Inc. (“Architect”).

WITNESSETH:

WHEREAS, the City and the Architect entered into a contract on December 7, 2021; and

WHEREAS, the City engaged the services of the Architect to provide architectural services for MAPS 4 Fairgrounds Coliseum, Project M3-F003/M4-VF001; and

WHEREAS, subsequent to approval of the contract, it was determined that Building Systems Commissioning must be included in the Architect’s scope; and

WHEREAS, Amendment No. 1 to the contract was approved by City Council on March 14, 2023 to include all engineering and design required for the Fairgrounds Coliseum Building Systems Commissioning; and

WHEREAS, subsequent to approval of Amendment No. 1, it was determined that additional days should be added to the Architect’s schedule to align with the construction schedule as amended during the bidding process; and

WHEREAS, four hundred fourteen (414) days will be added to the Architect’s schedule to allow on-site Construction Administration for the duration of the project construction; and

WHEREAS, total compensation to be paid to the Architect for this contract shall be as follows:

Original Contract

Not to Exceed **\$7,076,469**

Amendment No. 1

Not to Exceed **\$7,270,249**

Amendment No. 2

Not to Exceed **\$7,918,499 (an increase of \$648,250); and**

WHEREAS, both parties agree to amend said Contract.

NOW, THEREFORE, the parties agree as follows:

I. Amend Paragraph 6.A. **Compensation and Payment**, to read as follows:

A. **Compensation**. The aggregate total compensation for all architectural services under this Contract shall not exceed a total fee of \$7,918,499 (an increase of \$648,250). Under

the terms of the Contract, the Architect agrees to provide Basic Services to be compensated in an amount not to exceed \$7,818,499 (an increase of \$648,250) and the Additional Services authorized may not exceed an amount of \$100,000, both of which are specifically set forth in **Exhibit B**, attached hereto and incorporated herein.

II. Replace Task 4 and 5. of **EXHIBIT A – BASIC SERVICES** with the following:

**EXHIBIT A
BASIC SERVICES
PROJECT M3-F003/M4-VF001
MAPS 4 FAIRGROUNDS COLISEUM**

Amendment No. 1, added Building Commissioning to Task 4 scope of work.

Amendment No. 2, added 414 days to Architect's schedule to align the duration of Construction Administration Services with the construction schedule amended during the bidding process.

Task 4 – Construction Administration Services

The following summarizes the scope of work provided during Task 4:

- A. Coordination/Observation
 - 1. Attend Construction Meetings
 - 2. Review Contractor Meeting Minutes
 - 3. Coordinate with Surrounding Projects
- B. Shop Drawing Submittals
 - 1. Receive, Distribute and Maintain Logs
 - 2. Review/Approve
 - 3. Distribute to Construction Contractor
- C. Request for Information
 - 1. Maintain Logs
 - 2. Review, Answer, Coordinate Consultant Answers, and Distribute
- D. Changes to Bidding Documents During Construction
 - 1. Maintain Logs
 - 2. Develop and Issue Revisions
- E. Commissioning Services (Including HVAC, Plumbing, Electrical and Stand-by Power, Fire Protection/Life Safety and Security/Access Control)
 - 1. Design Phase Commissioning Services
 - 2. Construction Phase Commissioning Services
 - 3. Acceptance Phase Commissioning Services
 - 4. Post-Occupancy Phase Commissioning Services
- F. Punch-List
 - 1. Conduct On-Site Inspections
 - 2. Develop Punch-List
 - 3. Distribute Punch-List
- G. Substantial Completion
 - 1. Review Status of Punch-List, Verify Certificate of Occupancy
 - 2. Receive Certificate of Substantial Completion with Punch-List Log

3. Review and Provide Signature/Recommendation
- H. Final Payment
 1. Receive Certificate of Final Completion
 2. Review Status of Closeout Documents

Task 5 – As-Built Services

As-Built Services will be completed in accordance with the Basic Services provision of this contract.

Duration of Tasks:

The project design schedule will be established upon execution of the contract for services. Durations for tasks identified in the Basic Scope of Work are as follows:

Task 1 Preliminary Report Services	Completion by December 31, 2021
Task 2 Final Plans Design	160 calendar days after Task 1 is completed
Task 3 Bidding Services	35 calendar days after Task 2 is completed
Task 4 Construction Administration, Close-out	1174 calendar days after Task 3 is completed (an increase of 414)
Task 5 As-Built Services	

The following elements are outside the project scope and budget and are not included in the Architect's scope of work:

1. New barn area security office building
2. Permanent covered Chisholm Trail crossing structure between the existing covered arena and the new Arena.
3. Temporary covered pathway to new Arena during construction.
4. Barn 6 covered connector to existing covered arena.
5. Addition of existing covered arena fabric wind screens.
6. Site/Civil Design for ancillary projects and expanded parking south of the railroad tracks.
7. Site/Civil Design for potential new railroad crossing.

III. Replace **EXHIBIT B – COMPENSATION AND SCHEDULE OF VALUES** with the following:

EXHIBIT B
COMPENSATION AND SCHEDULE OF VALUES
PROJECT M3-F003/M4-VF001
MAPS 4 FAIRGROUNDS COLISEUM

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 \$7,918,499 (an increase of \$648,250) which includes: for Basic Services an amount not to exceed \$7,818,499 (an increase of \$648,250) as specifically set forth in **Exhibit B** and, for Additional Services, an amount not to exceed \$100,000 as specifically set forth in **Exhibit C**.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$7,818,499 (an increase of \$648,250) 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 1 an amount not to exceed:
\$1,588,887

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

Task 2 an additional amount not to exceed:
\$2,607,385

Completion and approval by the City of the Final Plans and Specifications for the project.

Task 3 an additional amount not to exceed:
\$123,463

Award of the construction contract to the Successful bidder.

Task 4 an additional amount not to exceed:
\$3,410,081 (an increase of \$648,250)

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:
\$88,683

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

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 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.

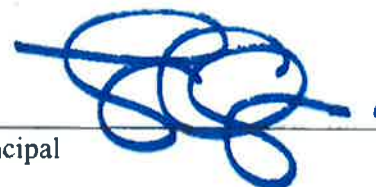
IN WITNESS WHEREOF, this Amendment No. 2 to the Contract was approved by the Council of the City of Oklahoma City on the 28th day of October, 2024.

ATTEST:

POPULOUS, INC.



Witness



Principal

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)
12/31/2024 07/30/2024

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	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED	POPULOUS, INC. 1476087 4800 MAIN STREET, SUITE 300 KANSAS CITY MO 64112	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : Lloyds of London INSURER C : American Guarantee and Liab. Ins. Co. INSURER D : INSURER E : INSURER F :
		NAIC # 16535 26247

COVERAGES CERTIFICATE NUMBER: 17133014 REVISION NUMBER: XXXXXXXX

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 7660375	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 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 OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY SCHEDULED <input checked="" type="checkbox"/> AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY	Y	N	BAP 7660374	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	SXS 7501494	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	PROFESSIONAL LIABILITY	N	N	GLCON2400061	08/01/2024	08/01/2025	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

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

RE: PROJECT NO. M3-F003, NEW OKLAHOMA CITY FAIRGROUNDS ARENA. THE CITY, THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, AND OKLAHOMA STATE FAIR, INC. ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

See Attachments

RECEIVED
AUG 05 2024
MAPS PROJECT
OFFICE

17133014
CITY OF OKLAHOMA CITY - MAPS
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

[Signature]

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No. GLO 7660375
Eff. Date of Pol. 12/31/2023
Exp. Date of Pol. 12/31/2024
Eff. Date of End. 12/31/2023
Producer No.
Add'l. Prem.
Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A CW (10/12)

Notification to Others of Cancellation

Policy No. BAP 7660374
Eff. Date of Pol. 12/31/2023
Exp. Date of Pol. 12/31/2024
Eff. Date of End. 12/31/2023
Producer No.
Add'l. Prem.
Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the: **Commercial Automobile Coverage Part**

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):

All certificate holders where notice of cancellation is required by written contract, written agreement or permit, except where such contract or agreement is prohibited by law.

Number of Days Notice: 30 Days

All other terms and conditions of this policy remain unchanged.

U-CA-812-A CW (05/10)

ATTACHING TO AND FORMING PART OF POLICY No: GLCON2400061

**ISSUED TO: Populous Holdings, Inc, and as more fully described herein ISSUED BY:
Certain Underwriters at Lloyd's, London**

ENDORSEMENT No. 28

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Lockton Companies ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the **Insured**. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder within a specified period of time; provided, however, that the Insurers shall have not be required to provide such notice more than 60 days prior to the effective date of cancellation, non-renewal, or a **Material Change**. The **Insured** shall provide written notice to the Underwriters of all Certificate Holders and the number of days' written notice of cancellation, non-renewal, or **Material Change**, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Insurers. Insurers' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Insured has provided the foregoing written notice to the Insurers.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.
- (4) As used in this endorsement:
 - (i) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the **Insured**.
 - (ii) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the **Insured**.

All other terms and conditions of the Policy remain unchanged.