

AMENDMENT NO. 2 TO CONTRACT FOR ARCHITECTURAL SERVICES

This Amendment No. 2 to Contract for architectural services for the MAPS 4 Mental Health Crisis Center ("Contract") is entered into this 20TH day of MAY, 2025, by and between The City of Oklahoma City, a municipal corporation ("City"), and S.A.Studio, PLLC ("Architect").

WITNESSETH:

WHEREAS, the City and the Architect entered into a contract on April 9, 2024; and

WHEREAS, the City engaged the services of the Architect to provide professional services for MAPS 4 Mental Health Crisis Center, Project M4-MM011; and

WHEREAS, Amendment No. 1 to the contract was approved on September 10, 2024, to include a specialized consultant to assist with the unique design of the MAPS 4 Mental Health Crisis Center; and

WHEREAS, subsequent to approval of Amendment No. 1, a \$2,000,000 private donation was pledged and land donation was identified allowing reallocation of the \$1,778,800 land acquisition budget for construction; and

WHEREAS, the construction budget will be increased from \$7,677,300 to \$11,456,100 requiring the architectural design fee to increase accordingly; and

WHEREAS, both parties agree to amend said Contract.

NOW, THEREFORE, both parties agree as follows:

I. Amend the Fixed Limit of Construction Cost to read as follows:

**PROJECT M4-MM011
MAPS 4 MENTAL HEALTH CRISIS CENTER
FIXED LIMIT OF CONSTRUCTION - \$11,456,100 (increase of \$3,778,800)**

II. Paragraph 5. **Compensation.** to read as follows.

A. **Compensation.** The aggregate total compensation for all architectural services under this Contract shall not exceed a total fee of \$1,395,035 (an increase of \$336,075), which includes: for Basic Services an amount not to exceed \$1,335,035 (an increase of \$336,075), 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. Replace EXHIBIT B, COMPENSATION as follows:

**EXHIBIT B
COMPENSATION
PROJECT M4-MM011
MAPS 4 MENTAL HEALTH CRISIS CENTER**

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 \$1,395,035 (an increase of \$336,075), which includes for Basic Services an amount not to exceed \$1,335,035 (an increase of \$336,075), as specifically set forth in this Exhibit B; 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 \$1,335,035, 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: \$467,262 (an increase of \$102,666)	Completion and recommendation by the Program Manager and City Engineer for approval by the City of the Preliminary Report for the project.
Task 2 an additional amount not to exceed: \$534,014 (an increase of \$138,390)	Completion and acceptance by the City of the final plans and specifications for the project.
Task 3 an additional amount not to exceed: \$66,752 (an increase of \$22,524)	Award of the construction contract to the successful Bidder.
Task 4 an additional amount not to exceed: \$240,306 (an increase of \$63,486)	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: \$26,701 (an increase of \$9,009)	Upon satisfactory completion and acceptance of the project as-built drawings.

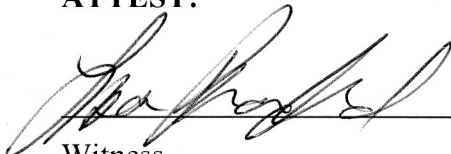
Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$60,000. This allowance is to be used and paid to the Architect in the manner established in this Contract unless other compensation means are agreed to in writing by the Program Manager. The Additional Services compensation may only be used after the Architect has performed Additional Services upon prior written authorization by the Program Manager. Invoices submitted for Additional Services shall represent only hours actually worked on this project by the Architect's employees and the Architect's consultant's employees and shall be accounted for separately for each Additional Service performed.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Engineer that, except 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 executed and approved by the Engineer this 17th day of April, 2025.

ATTEST:

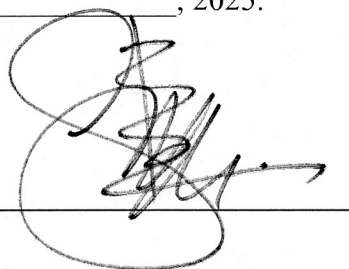
S.A.STUDIO, PLLC



Witness

Thomas Small, AIA

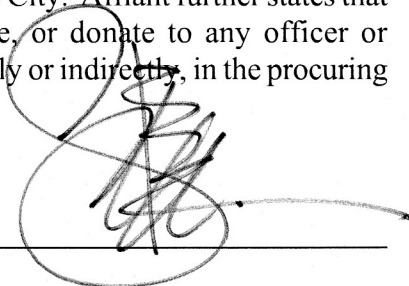
Principal



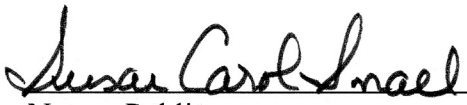
STATE OF Oklahoma)
) §
COUNTY OF Oklahoma)

Thomas Small, AIA, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by Contractor to submit the above Contract to City. Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant



Subscribed and sworn to before me this 17th day of April, 2025.



Notary Public

7-3-2028
My Commission Expires:



My Commission Number: 12006203

IN WITNESS WHEREOF, this Amendment No. 2 to Contract was approved by the City of Oklahoma City on the 20TH day of MAY, 2025.

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)

10/24/2024

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

Sterling Management Group
2901 NW 156th Street

Edmond

OK 73013

CONTACT NAME: Kathy Randall

PHONE (A/C, No, Ext): (405) 530-4019

FAX (A/C, No): (405) 530-4038

E-MAIL ADDRESS: kathyrandall@loftiswetzel.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Central Insurex Agency

INSURER B: Nutmeg Insurance Company

39608

INSURER C: Trumbull Ins Co

27120

INSURER D:

INSURER E:

INSURER F:

INSURED

SA Studio, Pllc
108 S Broadway

Edmond

OK 73034

COVERAGES

CERTIFICATE NUMBER: 24/25

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	Y	Y	BOP8923027	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	38UECEK8329	11/01/2023	11/01/2024	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						Waiver of Subrogation \$
	<input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CXS8923026	11/01/2024	11/01/2025	BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	DED RETENTION \$						Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	38WECAT7CFV	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						AGGREGATE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$
	Y/N <input checked="" type="checkbox"/> Y						PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>

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

The City of Oklahoma City & it's participating Trust as listed as Additional Insured if required by written contract. 30 day notice of cancellation applies except for non payment of premium of 10 days.
Project # M4-MM011
MAPS 4 MENTAL HEALTH CRISIS

CERTIFICATE HOLDER

The City of Oklahoma City MAPS Office
420 West Main Street,
Ste 400
OKC

OK 73102

CANCELLATION

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