

**AMENDMENT NO. 4 TO CONTRACT FOR ARCHITECTURAL SERVICES**

This amendment is made and entered into this 19TH day of NOVEMBER, 2024, by and between The Oklahoma City Economic Development Trust, a municipal trust, herein called "Trust", and ADG Blatt PC formerly ADG, P.C., herein called "Architect".

**WITNESSETH:**

**WHEREAS**, the Trust and the Architect entered into an agreement on May 25, 2021 as follows:

Project No. MB-1540  
Myriad Gardens Crystal Bridge Renovation; and

**WHEREAS**, the Trust engaged the services of the Architect to provide for design and all other architectural services related to Myriad Gardens Crystal Bridge Renovation ("project"); and

**WHEREAS**, subsequent to the execution of the original contract, and due to electrical and mechanical design modifications during construction, the Architect was directed to perform additional Construction Administration services; and

**WHEREAS**, the above services were authorize under the auspices of Amendment No. 1; and

**WHEREAS**, subsequent to the execution of the original contract as previously amended, water leaks along the expansion joint of the new retail space were identified during construction of the project; and

**WHEREAS**, it was determined to be in the best interest of the Trust to direct the Architect to explore options to address and mitigate the water intrusion; and

**WHEREAS**, the Architect will be required to evaluate the slope to area drains, possible joint seal failure, installation of new drains on the west and east perimeter walls of the retail space, removal of unused mechanical grilles and sealing of grille openings; and

**WHEREAS**, the above referenced work was authorized under the auspices of Amendment No. 2; and

**WHEREAS**, subsequent to execution of the original contract as previously amended, it was determined to be in the best interest of the Trust to direct the Architect to provide a feasibility study

on the chiller system to determine if the current system is able to supply air conditioning to the Crystal Bridge and chilled water to the Devon Ice Rink; and

**WHEREAS**, the study evaluated two options as follows: Option 1 includes routing new chilled water supply and return lines from nearby Vicinity energy lines; and Option 2 includes installation of a new air-cooled chiller(s) on the Myriad Gardens campus to provide cooling at the Myriad Gardens Crystal Bridge and Devon Ice Rink Chiller; and

**WHEREAS**, the above referenced work was authorized under the auspices of Amendment No. 3; and

**WHEREAS**, subsequent to execution of the original contract as previously amended and upon completion of the Feasibility Study, it has been determined to be in the best interest of the Trust to direct the Engineer to proceed with design of Option 1, to include routing new chilled water supply and return lines from nearby Vicinity energy lines; and

**WHEREAS**, the Architect will be required to coordinate the size and location of the new Chilled Water lines with Vicinity Energy, and continue them from 5'-0" outside the north side of the building into the lower level of the Conservatory to serve twenty existing air handling units including any necessary valving and/or pumps; and

**WHEREAS**, the estimated construction cost is \$500,000; 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 \$86,500 for Architectural services

For Amendment No. 1:

Not to exceed \$6,000 for Architectural services

For Amendment No. 2:

Not to exceed \$5,900 for Architectural services

For Amendment No. 3:

Not to exceed \$68,000 for Architectural services

For Amendment No. 4:

Not to exceed \$155,000 for Architectural services

Total Amended Contract:

Not to exceed \$321,400 for all services (an increase of \$155,000); 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 Architect is hereby engaged and employed by the Trust to perform in accordance with good architectural practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to additional Construction Administration services; **Amendment No. 2** work related to mitigating water intrusions; and **Amendment No. 3** work related to performing a feasibility study on the current chiller system; and **Amendment No. 4** work related to coordinating the size and location of the new Chilled Water lines with Vicinity Energy, and continue them from 5'-0" outside the north side of the building into the lower level of the Conservatory to serve twenty existing air handling units including any necessary valving and/or pumps); 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 \$321,400 (an increase of \$155,000), which includes: for Basic Services an amount not to exceed \$316,400 (an increase of \$154,000), and for Reimbursable Expenses an amount not to exceed \$5,000 (an increase of \$1,000) as specifically set forth in Exhibit B, attached hereto and incorporated herein.

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

**EXHIBIT B  
COMPENSATION  
PROJECT NO. MB-1540  
MYRIAD GARDENS CRYSTAL BRIDGE RENOVATION**

Under the terms of this Contract, the Architect agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$321,400 (an increase of \$155,000), which includes: for Basic Services an amount not to exceed \$316,400 (an increase of \$154,000), and for Reimbursable Expenses an amount not to exceed \$5,000 (an increase of \$1,000), as specifically set forth in this Exhibit B.

**B.I. Basic Work and Services**

Compensation for basic services may not exceed \$316,400 (an increase of \$154,000), 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 1 an amount not to exceed:  
No Trust Financial Obligation

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

Task 2 an additional amount not to exceed:  
\$191,620 (an increase of \$108,120)

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

Task 3 an additional amount not to exceed:  
\$8,310 (an increase of \$3,310)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$112,970 (an increase of \$41,070)

Upon completion and final acceptance by the Trust 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:  
\$3,500 (an increase of \$1,500)

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

## B.II. Reimbursable Expenses

The Trust agrees to pay reimbursable expenses in an amount not to exceed \$5,000 (an increase of \$1,000). 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 Trust.

2. Expenses for Travel and car rental, lodging and per diem

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.

**[Remainder of this page intentionally left blank]**

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust 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 amendment was executed and approved by the Architect this 8<sup>th</sup> day of October, 2024.

ATTEST:

ADG BLATT PC FORMERLY ADG, P.C.

STATE OF Oklahoma )

President

SS

COUNTY OF Oklahoma )

This instrument was acknowledged before me on this 8<sup>th</sup> day of October, 2024, by Jason Cotton, as CEO of ADG Blatt PC.

My Commission Expires/My Commission Number:



7/24/27 / 19007422

Cheryl Stewart  
Notary Public

[Signature Page for the Oklahoma City Economic Development Trust]

**APPROVED** by the Trustees and **SIGNED** by the Chairman of the Oklahoma City  
Economic Development Trust this 19TH day of NOVEMBER, 2024.

“TRUST”

**ATTEST:**

**OKLAHOMA CITY ECONOMIC  
DEVELOPMENT TRUST**, a public trust

The seal is circular with a double-lined border. The outer ring contains the text "OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST" at the top and "OKLAHOMA" at the bottom. The inner circle contains the word "OFFICIAL" at the top, "SEAL" in the center, and "By:" at the bottom.

Mick Graham Secretary      Todd Stue Chairman

**REVIEWED** for form and legality.

Amy Douglas  
Assistant Municipal Counselor

[Signature Page for The City of Oklahoma City]

**CONCURRENCE** by the Council and **SIGNED** by the Mayor of The City  
of Oklahoma City this 3RD day of DECEMBER, 2024.

“CITY”

ATTEST:

**THE CITY OF OKLAHOMA CITY,**  
a municipal corporation

*Amy K Simpson*  
City Clerk



*Daniel Holt*  
Mayor





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

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).

<b>PRODUCER</b> RESERVED RESOURCE INSURANCE LLC 9 W ARROWHEAD CIRCLE SANTA FE, NM 87506	<b>CONTACT NAME:</b> George J. Vogler <b>PHONE (A/C, No, Ext):</b> 505-780-5009 <b>E-MAIL ADDRESS:</b> george.vogler@ae-always.com <b>FAX (A/C, No):</b>														
<b>INSURED</b>  ADG BLATT P.C. 920 W. Main Oklahoma City OK 73106	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				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-1540 Myriad Gardens Crystal Bridge Renovation

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 Department of Public Works 420 W Main Street, 7th Floor Oklahoma City OK 73102	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>
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ACORD 25 (2010/05)

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DATE (MM/DD/YYYY)

10/15/2024

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<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>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>	

**INSURED**  
  
ADG Blatt PC  
920 W Main  
Oklahoma City, OK 73106

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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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	<input checked="" type="checkbox"/> 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)

Project Number: MB-1540, Myriad Gardens Crystal Bridge Renovation

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.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Oklahoma City and its participating public trusts  
Department of Public Works  
420 West Main Street, Seventh 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

*Annice Leeper*