

AMENDMENT No. 14

TO

CONTRACT FOR

MAPS 3 PROGRAM CONSULTANT SERVICES

BETWEEN

THE CITY OF OKLAHOMA CITY

AND

ADG, PC

PROJECT M3-G001

**AMENDMENT NO. 14 TO CONTRACT FOR MAPS 3
PROGRAM CONSULTANT SERVICES**

This Amendment No. 14 to Contract for MAPS 3 Program Consultant Services (“Contract”) is entered into this 2nd day of August, 2022, by and between The City of Oklahoma City, a municipal corporation (“City”), and ADG, PC (“Program Consultant”).

W I T N E S S E T H :

WHEREAS, the City entered into a Contract with Architectural Design Group, Inc. for MAPS 3 Program Consultant Services on December 7, 2010 and renewed on July 5, 2011 and July 3, 2012 to assist with a variety of services including but not limited to planning, programming, architectural and engineering plan review, design and construction coordination and construction administration services; all of which are required for the successful completion of the MAPS 3 Program; and

WHEREAS, the original Contract included basic services including general, program administration, program initialization and programming required for the first year; and

WHEREAS, Amendment No. 1, approved September 13, 2011, included additional basic services for design, bidding, and construction-related services; and

WHEREAS, Amendment No. 2, approved November 1, 2011, revised Exhibit “B” to match the figures listed in Amendment No. 1; and

WHEREAS, Amendment No. 3, approved September 11, 2012, included additional compensation for basic and additional services for design, bidding, and construction-related services; and

WHEREAS, Amendment No. 4, approved January 2, 2013, corrected figures in Exhibit “B” listed in Amendment No. 3 and changed the firm’s name to ADG, Inc.; and

WHEREAS, Amendment No. 5, approved August 27, 2013, included additional compensation for basic services for design, bidding, and construction-related services; and

WHEREAS, Amendment No. 6, approved July 1, 2014, included additional compensation for basic and additional services for program administration services, design, bidding, and construction-related services and website development and management; and

WHEREAS, Amendment No. 7, approved July 7, 2015, included additional compensation for basic and additional services for program administration services, design/bidding/construction-related services, utility coordination, and Streetcar coordination; and

WHEREAS, Amendment No. 8, approved July 5, 2016, included additional compensation for basic and additional services for program administration services, design/bidding/construction-related services, utility coordination, and Streetcar coordination; and

WHEREAS, Amendment No. 9, approved July 5, 2017, included additional compensation for basic and additional services for program administration services, design/bidding/construction-related services, utility coordination, and Streetcar coordination and changed the corporation name from ADG, Inc. to ADG, PC; and

WHEREAS, Amendment No. 10, approved July 3, 2018, included additional compensation for basic and additional services fees for program administration services, design/bidding/construction services, utility coordination, and streetcar communications, which resulted in an increase of \$1,942,479.08, retroactive to July 1, 2018; and

WHEREAS, Amendment No. 11, approved July 2, 2019, extended the contract through June 30, 2020 and increased the Basic and Additional Services fees for Program Administration Services, Design/Bidding/Construction Services, and Utility Coordination, which resulted in an increase of \$1,571,630.16, retroactive to July 1, 2019; and

WHEREAS, Amendment No. 12, approved July 7, 2020, extended the contract through June 30, 2022 and increased the Basic and Additional Services fees for Program Administration Services and Design/Bidding/Construction Services, which resulted in an increase of \$1,109,799.32, retroactive to July 1, 2020; and

WHEREAS, Amendment No. 13, approved July 6, 2021, extended the contract through June 30, 2022 and increased the Basic and Additional Services fees for Program Administration Services and Design/Bidding/Construction Services, which resulted in an increase of \$496,652.16, retroactive to July 1, 2021; and

WHEREAS, Amendment No. 14 is necessary to extend the contract through June 30, 2023 and to increase the Basic and Additional Services fees for Program Administration Services and Design/Bidding/Construction Services, which results in an increase of \$262,090, retroactive to July 1, 2022; and

WHEREAS, both parties agree to amend the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the MAPS 3 Program, the Parties agree to the following:

1. Replace Section 14.1 **Compensation** as follows:

14.1 **Compensation.** Under the terms of the Contract, the Program Consultant agrees to provide Basic Services to be compensated in an amount not to exceed \$21,529,927.92, an increase of \$262,090 as provided in Exhibit “B”. Additional Services authorized under this Contract may not exceed an amount of \$510,000, and the combined cost of Basic Services and Additional Services may not exceed a total amount of \$22,039,927.92, an increase of \$262,090.

2. Replace Exhibit “B,” **COMPENSATION AND SCHEDULE OF VALUES** as follows:

EXHIBIT “B”
COMPENSATION AND SCHEDULE OF VALUES
CONTRACT FOR MAPS 3 PROGRAM CONSULTANT SERVICES

1. Program Administration

- \$7,942,426.64 to be billed as follows:
 - Not to exceed \$450,000 through June 30, 2011 to be billed at a rate of \$64,285.71 per month.
 - Not to exceed \$787,080 July 1, 2011 through June 30, 2012 to be billed at a rate of \$65,590 per month.
 - Not to exceed \$764,893 July 1, 2012 through June 30, 2013 to be billed at a rate of \$63,741.07 per month.
 - Not to exceed \$974,827 July 1, 2013 through June 30, 2014 to be billed at a rate of \$81,235.58 per month.
 - Not to exceed \$922,370 July 1, 2014 through June 30, 2015 to be billed by Project at a rate of \$76,864.16 per month.
 - Not to exceed \$912,494.16 July 1, 2015 through June 30, 2016 to be billed by Project at a rate of \$76,041.18 per month.
 - Not to exceed \$563,240.88 July 1, 2016 through June 30, 2017 to be billed by Project at a rate of \$46,936.74 per month.
 - Not to exceed \$531,440.04 July 1, 2017 through June 30, 2018 to be billed by Project at a rate of \$44,286.67 per month.
 - Not to exceed \$452,245.00 July 1, 2018 through June 30, 2019 to be billed by Project at a rate of \$37,853.75 per month.
 - Not to exceed \$689,520.00 July 1, 2019 through June 30, 2020 to be billed by Project at a rate of \$57,460.00 per month.
 - Not to exceed \$543,500.40 July 1, 2020 through June 30, 2021 to be billed by Project at a rate of \$45,291.70 per month.
 - Not to exceed \$180,056.16 July 1, 2021 through June 30, 2022. to be billed by Project at a rate of \$15,004.68 per month.
 - Not to exceed \$168,760 July 1, 2022 through June 30, 2023 to be billed by Project at a rate of \$14,063.33 per month as follows:

Park	\$12,188.33
Convention Center	\$ 0.00
Transit	\$ 0.00
River	\$ 0.00
Fair Park	\$ 0.00
Wellness Centers	\$ 1,875.00
Trails	\$ 0.00
Sidewalks	\$ 0.00

- Services to include establishing an office, office operations, program administration, maintaining communications, monthly reporting, and document updating.

2. Program Initialization

- \$350,000 to be billed for the Implementation Plan, Program Schedule and Outreach Plan.
- The Program Consultant will prepare the Implementation Plan, the Program Schedule and the Outreach Plan and will invoice these services monthly according to percentage completion and the following fee schedule:
 - Implementation Plan \$210,000
 - Program Schedule \$40,000
 - Outreach Plan \$100,000

3. Programming Phase

- Not to exceed \$392,500 to be billed by Project.
- The Program Consultant will prepare Project Requirements for each Project and will invoice these services monthly according to percentage completion and the following fee schedule:
 - Park \$66,000
 - Convention Center \$95,000
 - Transit \$96,000
 - River \$32,000
 - Fair Park \$41,000
 - Wellness Centers \$37,500
 - Trails \$20,000
 - Sidewalks \$5,000

4. Design/Bidding/Construction Services

- Not to exceed \$9,087,387.88 to be billed as follows:
 - Not to exceed \$269,160 through June 30, 2012 to be billed at a rate of \$22,430 per month.
 - Not to exceed \$441,132 July 1, 2012 through June 30, 2013 to be billed at a rate of \$36,761.42 per month.
 - Not to exceed \$799,258 July 1, 2013 through June 30, 2014 to be billed at a rate of \$66,604.83 per month.
 - Not to exceed \$902,055 July 1, 2014 through June 30, 2015 to be billed by Project at a rate of \$75,171.25 per month.
 - Not to exceed \$894,248.88 July 1, 2015 through June 30, 2016 to be billed by Project at a rate of \$74,520.74 per month
 - Not to exceed \$1,248,418.92 July 1, 2016 through June 30, 2017 to be billed by Project at a rate of \$104,034.91 per month.
 - Not to exceed \$1,443,589.92 July 1, 2017 through June 30, 2018 to be billed by Project at a rate of \$120,299.16 per month.
 - Not to exceed \$1,189,690.08 July 1, 2018 through June 30, 2019 to be billed by Project at a rate of \$99,140.84 per month.
 - Not to exceed \$882,110.16 July 1, 2019 through June 30, 2020 to be billed by Project at a rate of \$73,509.18 per month.
 - Not to exceed \$607,798.92 July 1, 2020 through June 30, 2021 to be billed by Project at a rate of \$50,649.91 per month.

- Not to exceed \$316,596 July 1, 2021 through June 30, 2022 to be billed by Project at a rate of \$26,383 per month.
- Not to exceed \$93,330 July 1, 2022 through June 30, 2023 to be billed by Project at a rate of \$7,777.50 per month as follows:
 - Park \$6,937.50
 - Convention Center \$ 0.00
 - Transit \$ 0.00
 - River \$ 0.00
 - Fair Park \$ 0.00
 - Wellness Centers \$ 840.00
 - Trails \$ 0.00
 - Sidewalks \$ 0.00
- Not to exceed \$119,121.40 to be billed monthly by Project for construction observation services as follows:
 - River – Whitewater \$4,581.80 for 8 months
 - Fairgrounds – Expo \$6,872.25 for 12 months
- Not to exceed \$2,096,900 to be billed by Project phase for cost estimating services as follows:

Park		\$295,400
Phase 1 Only	\$30,000	
Master Plan Initial Design	\$48,000	
Master Plan Final Report	\$72,000	
Phase 2 Preliminary Report	\$50,000	
Phase 2 Final Documents	\$50,000	
Lower Park Preliminary Documents	\$24,000	
Lower Park Final Documents	\$3,600	
Union Station	\$17,800	
Convention Center		\$690,000
Conceptual Design	\$100,000	
Preliminary Report	\$135,000	
Additional Review	\$50,000	
60% Final Documents	\$135,000	
Final Documents	\$200,000	
Additional Review	\$70,000	
Transit		\$485,000
Investigate Standards Phase	\$40,000	
A/E Phase 1 (Preliminary Report)	\$120,000	
A/E Phase 1 (60% Final Documents)	\$100,000	
A/E Phase 1 (Final Documents)	\$140,000	
Conv Center Loop (Preliminary Report)	\$4,000	
Conv Center Loop (60% Final Documents)	\$12,000	
Conv Center Loop (Final Documents)	\$14,000	
Rail Procurement	\$15,000	
Car Procurement	\$40,000	

River		\$107,500
Phase 1 Preliminary Report (Windscreen)	\$5,000	
Phase 1 Final Documents (Windscreen)	\$7,000	
Phase 2 Preliminary Report (Lighting)	\$5,000	
Phase 2 Final Documents (Lighting)	\$7,000	
Phase 2 Balance of Work – Preliminary Report	\$12,000	
Phase 2 Balance of Work – Final Document	\$16,000	
Phase 3 Preliminary Report (Whitewater)	\$32,400	
Phase 3 Final Documents (Whitewater)	\$17,500	
Phase 5 (95% CD review)	\$ 5,600	
Fairgrounds		\$170,000
Phase 1 Preliminary Report (Site Work)	\$6,000	
Phase 1 Final Documents (Site Work)	\$9,000	
Phase 2 Conceptual Pricing	\$30,000	
Phase 2 Preliminary Report	\$50,000	
Phase 2 Final Documents	\$75,000	
Wellness Centers		\$100,400
Phase 1 Preliminary Report	\$16,000	
Phase 1 Final Documents	\$24,000	
Phase 2 Preliminary Report	\$16,000	
Phase 2 Final Documents	\$24,000	
Phase 3 Preliminary Documents	\$ 4,500	
Phase 3 Final Documents	\$ 4,500	
Phase 4 Preliminary Report, 35% review 65% cost estimate, 95% review	\$ 8,900	
Phase 1 Expansion	\$ 2,000	
Phase 2 Expansion	\$ 600	
Trails		\$105,100
Phase 1 Preliminary Report	\$12,000	
Phase 1 Final Documents	\$18,000	
Phase 2 Preliminary Report	\$12,000	
Phase 2 Final Documents	\$18,000	
Phase 3 Preliminary Report	\$12,000	
Phase 3 Final Documents	\$18,000	
Phase 4 Preliminary Report	\$12,000	
Phase 4 Final Documents	\$ 3,100	
Sidewalks		\$100,000
Phase 1 Preliminary Report	\$10,000	
Phase 1 Final Documents	\$15,000	
Phase 2 Preliminary Report	\$10,000	
Phase 2 Final Documents	\$15,000	

Phase 3 Preliminary Report	\$10,000
Phase 3 Final Documents	\$15,000
Phase 4 Preliminary Report	\$10,000
Phase 4 Final Documents	\$15,000

- Services to include assistance to MAPS Office for organizing, planning and managing contracts for design and construction, bidding and construction-related services of the MAPS 3 Program. Estimating services shall be executed only after written authorization is received for each project and phase.

5. Additional Services

- Not to exceed \$510,000.
- The Program Consultant will provide Additional Services as outlined in Exhibit “C” of the original Contract and as directed in writing from the Program Manager. Invoice for such services will be provided monthly based upon work completed.

6. Website Development and Management

- Redevelopment of content relating to the MAPS 3 section of the City’s website to be billed at \$13,250.
- Management of content to be billed at \$3,750 per month.
- Services not to exceed \$58,250.

7. Utilities Coordination

- Develop and maintain an inventory and a digital repository of public and private utilities located in and adjacent to the MAPS 3 projects in the downtown OKC area, in particular the Convention Center, Downtown Park, and Streetcar projects. Utility projects associated with the ODOT Downtown Boulevard project will also be included.
- Gather information, including design and construction schedules, associated with public and private construction projects, including but not limited to utility projects.
- Create a utility coordination schedule(s) for use by architects and engineers working on public and private construction projects in the downtown OKC area. This will include identifying points of conflict between projects.
- Attend meetings as necessary to gather information and assist in coordinating utility related issues related to the MAPS 3 projects.
- Services not to exceed \$634,600.

8. Streetcar Communications

- Act as first point of contact for stakeholders questions or complaints.
- Communicate information to the stakeholders.
- Develop and maintain relationships with stakeholders.
- Gather, compile, maintain and share a database of information, to assist in mitigating the negative impact of streetcar construction on businesses along the route.
- Attend meetings as necessary to stay informed and keep others informed regarding the streetcar project, including design, construction, business association meetings and through social media and e-newsletters, etc.

- Coordinate public meetings and stakeholder meetings.
 - Recommend content and location of way-finding signs during construction.
 - Services not to exceed \$892,242.
3. This Amendment No. 14 will be retroactive to July 1, 2022.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN the City and Program Consultant that, as amended by this Instrument, all terms and conditions of the original Contract, dated December 7, 2010 and all renewals and amendments 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



IN WITNESS WHEREOF, this Amendment No. 14 was executed and approved by ADG, PC from this date forward this 5th day of JULY, 2022.

ADG, PC

Principal

IN WITNESS WHEREOF, this Amendment No. 14 was approved by the Council of the City of Oklahoma City this 2nd day of August, 2022.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



Vice Mayor

[Signature]

REVIEWED for form and legality.

Carol Sanett
Assistant Municipal Counselor