

AMENDMENT NO. 1 TO CONTRACT FOR ARCHITECTURAL SERVICES

This Amendment No. 1 to Contract for architectural services for the MAPS 4 Family Justice Center ("Contract") is entered into this 16TH day of JANUARY, 2024, by and between The City of Oklahoma City, a municipal corporation ("City"), and Allford Hall Monaghan Morris, LLC ("Architect").

WITNESSETH:

WHEREAS, the City and the Architect entered into a contract on October 11, 2022; and

WHEREAS, the City engaged the services of the Architect to provide professional services for MAPS 4 Family Justice Center, Project M4-MJ010; and

WHEREAS, subsequent to approval of the original contract, additional scope was identified to include the design of a commercial kitchen; and

NOW, THEREFORE, both parties agree as follow:

I. Amend Paragraph 2. **Compensation**. to read as follows.

A. **Compensation**. The aggregate total compensation for all engineering services under this Contract shall not exceed a total fee of \$3,076,231 (an increase of \$20,000), which includes: for Basic Services an amount not to exceed \$2,956,231, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$120,000 (an increase of \$20,000), as specifically set forth in Exhibit E attached hereto and incorporated herein.

II. Replace **EXHIBIT B, COMPENSATION** as follows:

EXHIBIT B COMPENSATION PROJECT M4-MJ010 MAPS 4 FAMILY JUSTICE 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 \$3,076,231 (an increase of \$20,000) which includes: for Basic Services an amount not to exceed \$2,956,231, as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$120,000 (an increase of \$20,000) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$2,956,231, 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: \$1,034,000	Completion and recommendation by the City Architect for approval by the City of the Preliminary Report for the project.
Task 2 an additional amount not to exceed: \$1,182,000	Completion and acceptance by the City of the final plans and specifications for the project.
Task 3 an additional amount not to exceed: \$147,000	Award of the construction contract to the successful Bidder.
Task 4 an additional amount not to exceed: \$532,000	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: \$61,231	Upon satisfactory completion and acceptance of the project as-built drawings.

III. Replace EXHIBIT E, ADDITIONAL SERVICES as follows:

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT M4-MJ010
MAPS 4 FAMILY JUSTICE CENTER**

Additional Services shall only be provided upon prior written and clearly detailed directions of the Program Manager. The Architect may be directed to perform any, all or none of the following Additional Services that may include, but not be limited to, the following:

1. Expenses of reproductions for reports, plans and specifications beyond basic services requirements.
2. Provide assistance, analysis and coordination for work or services to be performed under separate contracts or performed by the City's own forces, which work, or services are outside the scope of this Project, but affect this Project.
3. Provide analysis and services relative to future facilities, systems improvements, and equipment that are not intended to be constructed during the construction of this Project.

4. Provide design required for the selection, procurement or installation of furniture, fixtures, and related equipment for this Project beyond basic services requirements.
5. Make revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals previously given or are required by the enactment or revision of codes, laws or regulations occurring subsequent to the preparation of such documents.
6. Provide geotechnical investigation/services utilizing architectural and testing laboratories that have annual on-call contracts with the City.
7. Provide services after issuance of City approved final certificate of payment to the contractor.
8. Provide part-time or full-time Project representative services.
9. Produce miscellaneous presentation materials beyond Basic Services requirements.
10. Provide compensation of fees for grants, permits and applications necessary for the design and/or construction of this Project not required at the time of effective date of this Contract.
11. Provide staking of right-of-way for right-of-way acquisition purposes.
12. Prepare documents required for right-of-way/easement acquisitions.
13. Provide right-of-way/easement acquisition services.
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
15. Provide additional Construction Administration Services beyond requirements identified in Basic Services or Exhibit A.
16. Other items as necessary for completion of the project.
17. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each).
18. Provide design for commercial kitchen and equipment beyond requirements, identified in Basic Services on Exhibit A.
19. Any other Additional Services agreed to in writing by the Program Manager.

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$120,000 (an increase of \$20,000). 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 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. 1 to the Contract was executed and approved by the Engineer this 19th day of December, 2023.

ATTEST:

ALLFORD HALL MONGHAN MORRIS, LLC

[Signature]
Studio Co-Ordinator

[Signature]
Director

STATE OF Oklahoma
COUNTY OF Oklahoma §

Wade Scaramucci, 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.

[Signature]
Affiant



Subscribed and sworn to before me this 19 day of December, 2023.

[Signature]
Notary Public

8-18-2024
My Commission Expires:

My Commission Number: 00013947

IN WITNESS WHEREOF, this Amendment No. 1 to Contract was approved by the City of Oklahoma City on the 16TH day of JANUARY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Amy Douglas
Assistant Municipal Counselor



ALLFHAL01C

CMANUELE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2023

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 License # 100104501 INSURICA 3510 24th Ave NW, Suite 201 Norman, OK 73069	CONTACT NAME: PHONE (A/C, No, Ext): (405) 321-2700 FAX (A/C, No): (405) 360-8892 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company, Ltd. INSURER B : Hartford Accident and Indemnity Co. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Allford Hall Monaghan Morris, LLC Plow Building 29 East Reno Avenue, Suite 440 Oklahoma City, OK 73104	NAIC # 11000 22357

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 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		38SBABR6644	9/7/2023	9/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED NONOWNED \$ 1,000,000
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		38SBABR6644	9/7/2023	9/7/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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 Y	N/A	38WECAC7869	9/7/2023	9/7/2024	<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	General Liability			38SBABR6644	9/7/2023	9/7/2024	Valuable Papers 350,000
A	Hired & Non-Owned	X		38SBABR6644	9/7/2023	9/7/2024	Hired/Non-Owned 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Oklahoma City and Its Trust are an Additional Insured with respect to General Liability, Umbrella Liability and Hired & Non Owned Automobile Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City MAPS Office 420 West Main Street Oklahoma City, OK 73102-4437	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
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