

**AMENDMENT NO. 1 TO CONTRACT FOR ARCHITECTURAL SERVICES**

This amendment is made and entered into this 9TH day of APRIL, 20 24, by and between The City of Oklahoma City, a municipal corporation, herein called "City", and ADG Blatt PC formerly known as ADG, P.C., herein called "Architect".

**WITNESSETH:**

Project No. MB-1649  
Driving Facility at the Public Safety Training Facility; and

**WHEREAS**, the City engaged the services of the Architect to provide for design and all other architectural services related to a Driving Facility at the new Public Safety Training Facility, between I-240, SW 104th Street, Air Depot Boulevard and Midwest Boulevard; and

**WHEREAS**, subsequent to the execution of the original contract, it has been determined that landscaping services will be required for the project site; 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 \$508,560 for Architectural services

For Amendment No. 1:

Not to exceed \$4,500 for Architectural services

Total Amended Contract:

Not to exceed \$513,060 for all services (an increase of \$4,500); and

**WHEREAS**, both parties agree to amend said contract.

**NOW, THEREFORE**, the parties agree as follows:

I. Amend **Paragraph 2. Architectural Services.** to read as follows:

**Architectural Services.** The Architect is hereby engaged and employed by the City to perform in accordance with good architectural practices and in the best interest of the City in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to landscaping services required for the project site); 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 \$513,060 (an increase of \$4,500), which includes: for Basic Services an amount not to exceed \$428,060 (an increase of \$4,500), and for Reimbursable Expenses an amount not to exceed \$25,000, as specifically set forth in Exhibit B, 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. Amend **EXHIBIT B – COMPENSATION** to read as follows:

**EXHIBIT B  
COMPENSATION  
PROJECT NO. MB-1649  
DRIVING FACILITY AT THE PUBLIC SAFETY TRAINING FACILITY**

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 \$513,060 (an increase of \$4,500), which includes: for Basic Services an amount not to exceed \$428,060 (an increase of \$4,500), and for Reimbursable Expenses an amount not to exceed \$25,000, as specifically set forth in Exhibit B, attached hereto and incorporated herein; 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 \$428,060 (an increase of \$4,500) 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 1A an amount not to exceed:  
\$91,424

Completion of the Schematic Design for the project.

The Breakdown for Task 1A is as follows:

Schematic Design	\$80,934
Geotechnical Engineering	\$10,490

Task 1B an amount not to exceed:

\$114,066 (an increase of \$4,500)

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

The Breakdown for Task 1B is as follows:

Fire Protection

\$ 8,400

Design Development/ Preliminary Report

\$101,166

Landscaping

\$ 4,500 (added by Amendment No. 1)

Task 2 an additional amount not to exceed:  
\$121,400

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

Task 3 an additional amount not to exceed:  
\$12,140

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$80,935

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:  
\$8,095

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

## B.II. Reimbursable Expenses

The City agrees to pay reimbursable expenses in an amount not to exceed \$25,000. 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 City, up to \$5,000
2. Expenses for Travel and car rental, lodging and per diem up to \$20,000

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.

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 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 Contract was executed and approved by the Architect this 28<sup>th</sup> day of March, 2024.

ADG BLATT PC FORMERLY KNOWN  
AS ADG, P.C.

ATTEST:

STATE OF Oklahoma )

) SS

COUNTY OF Oklahoma )

  
President

This instrument was acknowledged before me on this 28<sup>th</sup> day of March, 2024, by Jason Cotton, as C.E.O. of ADG Blatt PC.

My Commission Expires/My Commission Number:



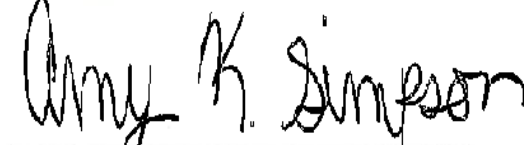
(Seal)

7/24/2027 / 19007422

  
Notary Public

IN WITNESS WHEREOF, this Contract was approved and executed by The City of Oklahoma City this 9<sup>TH</sup> day of APRIL, 2024.

ATTEST:


  
City Clerk



THE CITY OF OKLAHOMA CITY

  
Mayor

REVIEWED for form and legality.

  
Assistant Municipal Counselor



ADGPC00-01

LBYRD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2024

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 License # 100101891 Hub International Mid-America 6100 S. Yale Avenue Suite 1900 Tulsa, OK 74136	CONTACT NAME: Samantha Conklin PHONE (A/C, No, Ext): (918) 712-5234 FAX (A/C, No): E-MAIL ADDRESS: samantha.conklin@hubinternational.com
INSURED  ADG Blatt PC 920 W Main Oklahoma City, OK 73106	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Insurance Company 30104 INSURER B : Nutmeg Insurance Co. 39608 INSURER C : Technology Insurance Company 42376 INSURER D : INSURER E : 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 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 checked="" 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 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 \$ Umbrella Covera \$ 4,000,000
C	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	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)

RE: MB-1649 Driving Facility at the Public Safety Training Facility

- To the extent required by written agreement, signed by the insured, the Certificate Holder is named as Additional Insured under the General Liability, Umbrella, and Auto Liability as their interests may appear.

- To the extent required by written agreement, signed by the insured, the Waiver of Subrogation endorsement applies to the Certificate Holder in reference to the General Liability, Umbrella, Auto Liability, and Worker's Compensation as their interests may appear.

## CERTIFICATE HOLDER

## CANCELLATION

City of OKC and its participating trusts  
420 W. Main  
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

*Louisa Byrd*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2024

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).

PRODUCER RESERVED RESOURCE INSURANCE LLC 9 W ARROWHEAD CIRCLE SANTA FE, NM 87506	CONTACT NAME: George J. Vogler PHONE (A/C, No. Ext): 505-780-5009 E-MAIL ADDRESS: george.vogler@ae-always.com	FAX (A/C, No):
INSURED  ADG BLATT P.C. 920 W. Main Oklahoma City OK 73106	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 20443

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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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 \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						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) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
							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-1649 – Driving Facility at the Public Safety Training Facility

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  
420 W Main Street, 7th 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