

AMENDMENT NO. 1 TO CONTRACT FOR ARCHITECTURAL SERVICES

This Amendment No. 1 to Contract for architectural services for the MAPS 4 Mental Health Crisis Center ("Contract") is entered into this 10TH day of SEPTEMBER, 2024, 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, subsequent to approval of the original contract, The Architect identified a specialized consultant to assist with the design of the MAPS 4 Mental Health Crisis Center; and

WHEREAS, The Architect should be authorized to retain said consultant to assist with the unique project design; and

NOW, THEREFORE, both parties agree as follows:

I. Amend 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 \$1,058,960 (an increase of \$124,400), which includes: for Basic Services an amount not to exceed \$998,960 (an increase of \$114,400), attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$60,000 (an increase of \$10,000), as specifically set forth in Exhibit E attached hereto and incorporated herein.

II. Replace **EXHIBIT A, SCOPE OF WORK** as follows.

EXHIBIT A SCOPE OF WORK PROJECT M4-MM011 MAPS 4 MENTAL HEALTH CRISIS CENTER

Amendment No. 1 – Addition of consultant, Behavioral Health Facility Consulting, LLC (BHFC), to assist with the specialized needs of the crisis center. Scope for the BHFC includes assisting S.A. Studio with the following: Space Programming, Conceptual Design, Environmental Safety Risk Assessment, Design Development, Peer Review, FF&E, Construction Administration and Punch List. Basic Services for BHFC includes six in-person trips during design and construction.

GENERAL SCOPE OF SERVICES

The following includes a Scope of Services to be provided by SA.Studio (the “Architect”) to the City of Oklahoma City (the “City”) to assist the MAPS Office in the development and design of a Mental

Health Crisis Center. This will be a new City-owned facility managed by an operator and will include space for patient assessment, detoxification, crisis de-escalation, counseling, respite, and adequate sleep. The Architect will meet with City officials, the operator, stakeholders, and user groups as well as make presentations to the MAPS 4 Community Subcommittee, MAPS 4 Citizens Advisory Board, and City Council along with the various design review committees as established by ordinance. Services will include assistance with site selection, planning, design, and construction administration services for the project. The original two (2) Mental Health Crisis Centers outlined in the initial MAPS 4 program have been combined into one (1), with a maximum Fixed Limit of Construction (FLC) of \$7,677,300.

The Scope of Basic Services as outlined in the standard “Contract for Architectural Services” as published by the City defines the general requirements under this Proposal, including the specific requirements for the Preliminary Report (Task 1), Final Plan Services (Task 2), Bidding Services (Task 3), Construction Administration Services (Task 4), and As-Built Drawings Services (Task 5).

TASK 1 PRELIMINARY REPORT (PROGRAMMING, SCHEMATIC DESIGN AND DESIGN DEVELOPMENT)

PROGRAMMING AND SITE EVALUATION

- 1.1 Based on the scale of the Project, the type of facilities, and the level of specialized function that will be required, the Architect and the City shall identify programming participants to be involved with the programming process, including participants from the Architect, the Architect’s Consultants, the City, the operator, and users of the Project, as well as other stakeholders.
- 1.2 The Architect shall manage and administer the Programming Services and Site Evaluation. The Architect shall consult with the City, facilitate, and attend Project meetings, and communicate with the programming participants.
- 1.3 The Architect shall coordinate the services provided by the Architect and the Architect’s Consultants with those services provided by the City. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the City. The Architect shall provide prompt written notice to the City if the Architect becomes aware of any error, omission, or inconsistency in such services of information.
- 1.4 The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the City.
- 1.5 The Architect shall compile and review Project-related information, including the following:
 - 1) Available data on existing facilities, and other City documents, including existing program material and design and facility standards.
 - 2) Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances.
 - 3) Applicable non-governmental building and planning standards.
- 1.6 The Architect shall conduct interviews with all major stakeholders including the operator, MAPS office, Oklahoma Department of Mental Health and Substance Abuse Services

(ODMHSAS), project managers and their consultants. In preparation for the interviews, the Architect shall:

- 1) Assist the City in identifying individuals to be interviewed.
- 2) Establish a work plan and schedule for the interviews.

- 1.7 The Architect shall facilitate meetings, as applicable, with programming participants to:
 - 1) Review data obtained from information gathering activities.
 - 2) Consider and discuss design and planning issues, such as future growth and expansion projections.
 - 3) Endeavor to achieve consensus as to how the values, goals, objectives, and information should influence the design of the Project.
- 1.8 Basic Design Services includes presentations and/or attendance at various meetings on behalf of the City as follows (estimate):
 - 1) MAPS 4 Subcommittee Meetings: 6 during design / 5 during construction
 - 2) CAB: 4 during design / 3 during construction
 - 3) City Council: 2 during design / 1 during construction
 - 4) Operator's Board: 1 during design / 1 during construction
- 1.9 Based on identified values, goals, objectives, and information gathered, the Architect shall develop performance and design criteria for the Project.
- 1.10 The Architect shall make a preliminary determination of space requirements, space ergonomics, flexibility, lighting, sustainability, acoustics, surrounding environment, safety, security, and site information, as appropriate.
- 1.11 The Architect shall identify unresolved programming issues, discuss them with the City, and recommend solutions for the City's approval prior to preparing the Architect's initial program document.
- 1.12 The Architect shall incorporate the City's design and facility standards and recommend Project standards, such as area allowances, space allocation, adjacencies, communication, technology, and security requirements, FF&E requirements, lighting, acoustics, and aesthetics.
- 1.13 The Architect shall determine specific space requirements for the Project by:
 - 1) Identifying required spaces.
 - 2) Establishing sizes and relationships.
 - 3) Establishing efficiency factors.
 - 4) Documenting special requirements such as structural, mechanical, electrical, lighting, acoustical, FF&E, technology, security, or site development.
- 1.14 The Architect shall prepare a final program document detailing all items identified, incorporating written and graphic materials that may include:
 - 1) An executive summary.
 - 2) Key strategies.
 - 3) Relevant facts upon which the program was based.
 - 4) Photo documentation of relevant existing site and building features.
 - 5) Conclusions derived from data analysis.

- 6) Concept diagrams.
 - 7) Space allocations and adjacencies.
 - 8) Space listings by functions and size.
 - 9) Space diagrams, as needed, to convey program information.
- 1.15 The Architect shall evaluate potential sites, as applicable:
- 1) Performing on-site observations.
 - 2) Assessing the physical characteristics of the site.
 - 3) Assessing relevant zoning and building codes, ordinances, and regulations on the impact of the Clients Development Objectives.
 - 4) Assessing utilities available to the site.
 - 5) Assessing the access, circulation, and parking for the site.
- 1.16 The Architect shall make recommendations to the Owner based on its site evaluation of a maximum of three (3) potential sites.
- 1.17 The Architect shall also describe land use patterns, trends, or potential uses of the areas immediately surrounding the site and assess the impact of the Owner's Development Objectives on the surrounding sites and community.
- 1.18 The Architect shall prepare a Due Diligence Report for up to three (3) potential sites. The report shall address the following criteria: general property information, zoning and entitlements, street classifications and access regulations, infrastructure, utilities and drainage, environmental impacts (floodplains, wetlands, oil and gas wells), and jurisdictional contacts.
- 1.19 The Architect shall create and include computer-generated rendered images of the proposed design as part of the Preliminary Report.
- 1.20 Preliminary Report Services will be completed in accordance with the Basic Services provision of this Contract.
- 1.21 Deliverables for the Preliminary Report (both submittals) shall include 2 hard copies, a *.pdf file, and the cost estimate.

TASK 2: FINAL PLANS AND SPECIFICATIONS

- 2.1 The Architect shall create and include computer-generated rendered images of the proposed design as part of the Preliminary Report.
- 2.2 Final Plans and Specifications Services will be completed in accordance with the Basic Services provision of this contract.
- 2.3 Landscape design will be for ordinance conformance only. Irrigation design will be required for all areas within the landscape design scope.
- 2.4 Any submittal fees to government entities (i.e., the building permit) will be paid for by the Architect and reimbursed by the City as Additional Services.

- 2.5 Deliverables for the Pre-Final Plans and Specifications (both 65% and 95% submittals) shall include 1 full size set, 2 half size sets, a *.pdf file, the BIM model file, and the cost estimate.
- 2.6 Deliverables for the Final Plans and Specifications (100% submittal) shall include 1 full size set, 2 half-size sets, and a *.pdf file.

TASK 3: BIDDING SERVICES

- 3.1 Bidding Services will be completed in accordance with the Basic Services provision of this Contract.
- 3.2 Deliverables for the Bidding Service shall include 1 full size set (100% submittal), 1 half size set, and a *.pdf file.

TASK 4: CONSTRUCTION ADMINISTRATION

- 4.1 Construction Administration Services will be completed in accordance with the Basic Services provision of this contract.

TASK 5: AS-BUILT DRAWINGS

- 5.1 As-Built Services will be completed in accordance with the Basic Services provision of this contract.

ITEMS EXCLUDED FROM THE SCOPE OF WORK

- 1 Hardened rooms or FEMA-rated shelter spaces within the building.
- 2 Special Inspections
- 3 Geotechnical investigations and soils report (to be authorized by the City as Additional Services).
- 4 LEED, WELL or other similar building sustainability registrations and/or certifications.
- 5 Fire Sprinkler Design (MEP will be limited to performance-based specifications and riser location(s) only. Specifications will require the full systems design be provided by a licensed fire system planner and installer, including system calculations and full shop drawings).
- 6 Public bathing place design services.
- 7 Branding / wayfinding signage (outside of statutory).
- 8 Design and specification of solar panel or photovoltaic power systems.
- 9 Specialist A/V Design (outside of data outlets, cabling and MDF/IDF rooms with terminations).
- 10 Preparation of demolition drawings and permits.
- 11 Design of additional phases or future expansion.
- 12 Archeological Assessments, surveys, or similar requirements.
- 13 Hazardous Materials Surveys and Reports and/or Abatement documents.
- 14 Environmental Assessments (Phase 1 and/or Phase 2).

PROPOSED PROJECT SCHEDULE

Task 1 Preliminary Report	210 Calendar Days from notice to proceed. (an increase of 30 days)
Task 2 Final Plans and Specifications	120 Calendar Days from notice to proceed.

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 \$1,058,960 (an increase of \$124,400), which includes for Basic Services an amount not to exceed \$998,960 (an increase of \$114,400), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$60,000 (an increase of \$10,000) as specifically set forth in Exhibit E.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$998,960 (an increase of \$114,400), 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:
\$364,596 (an increase of \$55,000)

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:
\$395,624 (an increase of \$41,800)

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

Task 3 an additional amount not to exceed:
\$44,228

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$176,820 (an increase of \$17,600)

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:
\$17,692

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

IV. Replace EXHIBIT E, ADDITIONAL SERVICES as follows:

**EXHIBIT E
ADDITIONAL SERVICES
PROJECT M4-MM011
MAPS 4 MENTAL HEALTH CRISIS CENTER**

Additional Services shall only be provided upon prior written and clearly detailed directions from 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. Provide drone flight services, 1 Flight before, 1 flight during, and 1 flight after construction (flight path must be the same for each).
17. Provide design for commercial kitchen and equipment beyond requirements identified in Basic Services or Exhibit A.
18. Provide design or make provisions for solar/photovoltaic power system or other sustainable systems.
19. Additional BHFC Design site visits beyond requirements identified in Basic Services/EXHIBIT A.
20. Other items as necessary for completion of the project 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 \$60,000 (an increase of \$10,000). 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 23rd day of August, 2024.

ATTEST:

Cystal Decker

Witness

S.A.STUDIO, PLLC

[Signature]

Principal

STATE OF Oklahoma)
) §
COUNTY OF Oklahoma)

Thomas Small, 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 23rd day of August, 2024.



Notary Public



06/04/28

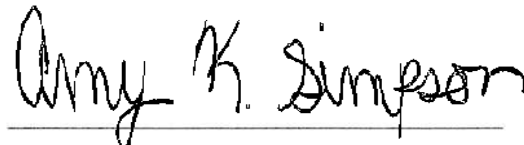
My Commission Expires:

My Commission Number: 20006547

IN WITNESS WHEREOF, this Amendment No. 1 to Contract was approved by the City of Oklahoma City on the 10TH day of SEPTEMBER, 2024.


ATTEST:

THE CITY OF OKLAHOMA CITY



City Clerk





Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2024

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 MEDALLION INSURANCE SERVICES PO Box 79089 Charlotte NC 28271		CONTACT NAME: Phyllis Constantino PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001 E-MAIL ADDRESS: phyllis@medallioninsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Insurance Underwriters	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED SA.Studio, PLLC dba The Small Group, LLC dba Small Architects, dba: SPACE 108 S Broadway Edmond OK 73034		NAIC # 19917	
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COVERAGES**CERTIFICATE NUMBER:** CL245710582**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY CLAIMS-MADE			AEXNYABA1K6007	05/09/2024	05/09/2025	EACH CLAIM \$2,000,000 AGGREGATE \$2,000,000

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

M4-MM011 MAPS 4 MENTAL HEALTH CRISIS CENTER. Architectural Services. PL Deductible: Each Claim \$5,000 / Annual Aggregate \$10,000

CERTIFICATE HOLDER**CANCELLATION**The City of Oklahoma City MAPS Office
420 S Main St, Ste 400

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

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