

AMENDMENT NO. 2 TO CONTRACT FOR ARCHITECTURAL SERVICES

This amendment is made and entered into this 27th day of September, 20 , by and between The City of Oklahoma City, herein called "City", and Frankfurt-Short Bruza Associates, P.C., herein called "Architect".

WITNESSETH:

WHEREAS, the Trust and the Architect entered into an agreement on March 17, 2020 as follows:

Project MB-1507, Civic Center Music Hall facility improvements; and Project MP-0560, Civic Center Music Hall exterior renovations (added by Amendment No. 1); and

WHEREAS, the Trust engaged the services of the Architect to provide for design and all other architectural services related to Civic Center Music Hall facility improvements, including updates to the main lobby and Freede Little Theatre; and

WHEREAS, 2017 General Obligation Bond Authorization Funds became available to fully fund the project and by Joint Resolution between the OCMFA and The City, the OCMFA advanced architectural services contract and related expenses were purchased from the OCMFA by The City and the contract was assigned from the OCMFA to The City; and

WHEREAS, Frankfurt-Short Bruza Associates, P.C. was engaged by the City through a separate on-call contract to perform Preliminary Report Services for Project MP-0560, Civic Center Music Hall exterior renovations; and

WHEREAS, the Preliminary Report identified an estimated construction cost of \$1,600,000 for Phase I, which exceeds the \$1,000,000 fixed limit of construction cost as set forth in Paragraph 2.A. Services, of the on-call architectural contract; and

WHEREAS, Frankfurt-Short Bruza Associates, P.C. (Architect) is currently under contract with the City to provide design and all other architectural services related to interior facility improvements at the Civic Center Music Hall (Project MB-1507); and

WHEREAS, based on the Architect's expertise, knowledge, and understanding of the Civic Center Music Hall, as well as the additional benefit and cost savings to the City, it is in the best interest of the City to combine both the design and construction of interior and exterior

improvements and engage the services of the Architect to provide final plans and specifications, bidding, construction administration, and as-built services for Project MP-0560; and

WHEREAS, the above referenced work was authorized under the auspices of Amendment No. 1; and

WHEREAS, subsequent to execution of the original contract as previously amended, delays in construction have extended the duration of the project from 400 calendar days to 553 calendar days; and

WHEREAS, therefore, it is necessary to direct the Architect to provide an additional 153 calendar days of Construction Administration Services due to the extended construction schedule; and

WHEREAS, it has also been determined to be in the best interest of the City to increase Exhibit E – Additional Services, to provide funding for potential services requested beyond the original scope of work; and

WHEREAS, the estimated construction cost is \$13,513,671 (an increase of \$2,475,945); 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 \$878,270 for Architectural services

For Amendment No. 1:

Not to exceed \$115,650 for Architectural services

For Amendment No. 2:

Not to exceed \$104,000 for Architectural services

Total Amended Contract:

Not to exceed \$1,097,920 for all services (an increase of \$104,000); 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 final plans and specifications, bidding, construction administration, and as-built services for Project MP-0560; and **Amendment No. 2** work related to providing an additional 153 calendar days of Construction Administration Services and increasing Exhibit E to provide funding for items beyond the original scope of work); 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 \$1,097,920 (an increase of \$104,000) which includes: for Basic Services an amount not to exceed \$1,067,920 (an increase of 84,000), as specifically set forth in Exhibit B, attached hereto and incorporated herein; and, for Additional Services an amount not to exceed \$30,000 (an increase of \$20,000), 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-1507
CIVIC CENTER MUSIC HALL FACILITY IMPROVEMENTS**

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 \$1,097,920 (an increase of \$104,000) which includes: for Basic Services an amount not to exceed \$1,067,920 (an increase of 84,000), as specifically set forth in this Exhibit B; and, for Additional Services an amount not to exceed \$30,000 (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 \$952,270 (an increase of 84,000), 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:
\$295,211

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

Task 2 an additional amount not to exceed:
\$329,942

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

Task 3 an additional amount not to exceed:
\$52,096

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$257,654 (an increase of \$84,000)

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:
\$17,367

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

B.II. Basic Work and Services
Project MP-0560 – Civic Center Music Hall Exterior Renovations
(Added by Amendment No. 1)

Compensation for basic services may not exceed \$115,650, 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:
N/A

Preliminary Report completed under separate contract with The City of Oklahoma City.

Task 2 an additional amount not to exceed:
\$70,300

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

Task 3 an additional amount not to exceed:
\$4,200

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
\$38,150

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:
\$3,000

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

[The remainder of this page intentionally left blank.]

IV. Amend **EXHIBIT E – ADDITIONAL SERVICES** to read as follows:

EXHIBIT E
ADDITIONAL SERVICES
PROJECT NO. MB-1507
CIVIC CENTER MUSIC HALL FACILITY IMPROVEMENTS

Additional Services shall only be provided upon prior written and clearly detailed direction of the City Engineer. 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 engineering 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.

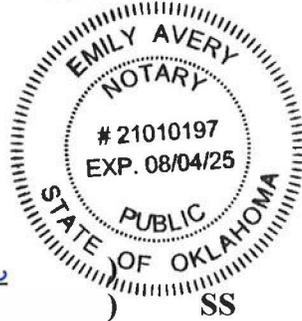
12. Prepare documents required for right-of-way/easement acquisitions.
13. Provide right-of-way/easement acquisition services.
14. Provide additional bid packages along with related bidding and construction administration services beyond Basic Services requirements.
15. Items as necessary for completion of the project. **(Added by Amendment No. 2)**

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$30,000 (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 City Engineer. The Additional Services compensation may only be used after the Architect has performed Additional Services upon prior written authorization by the City Engineer. 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.

[Remainder of this page intentionally left blank]

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 Amendment was executed and approved by the Architect this 1st day of September, 20 22.



FRANKFURT-SHORT BRUZA ASSOCIATES, P.C.

Philip McNayr
President

ATTEST:

STATE OF Oklahoma

COUNTY OF Oklahoma

This instrument was acknowledged before me on this 1 day September, 20 22, by Philip McNayr, as president of FSB.

My Commission Expires/My Commission Number:

8/4/25 / 21010197
(Seal)

Emily Avery
Notary Public

IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 27th day of September, 20 22.

ATTEST:

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY
David Holt
Mayor

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2022

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 Cole, Paine & Carlin Insurance PO Box 18444 1140 NW 50th Street Oklahoma City OK 73154	CONTACT NAME: Lynn Power
	PHONE (A/C No. Ext): (405)843-5678 FAX (A/C, No): (405)843-5781
	E-MAIL ADDRESS: lpower@cpcinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Casualty Co. of Reading, PA	NAIC # 20427
INSURER B: Continental Casualty Co.	20443
INSURER C: Transportation Insurance Co.	20494
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REV'D '22 CERT (Aug Prol) 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	X		1055495649 (NO DED)	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> GL-Prim & Non-Contributory						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
B	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			(150,000 DED)			MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> OTHER: E&O PROFESSIONAL			AEH003009825 - 10,000,000 AGG			8/1/2022	8/1/2023
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Prim&Non-Contr			1055495635	1/1/2022	1/1/2023	GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			FOLLOWS U/L GL, AUTO & EMPLOYERS FORMS 1055495666	1/1/2022	1/1/2023	E&O/Professional	\$ 6,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	COMBINED SINGLE LIMIT (Ea accident)
C	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 <input checked="" type="checkbox"/> N	N/A	6072646011 (CA)	1/1/2022	1/1/2023	BODILY INJURY (Per person)	\$
	1055495652 (OK / TX / MO) NO DED			1/1/2022	1/1/2023	BODILY INJURY (Per accident)	\$	
A	Property			1055495649 5,000 DED	1/1/2022	1/1/2023	PROPERTY DAMAGE (Per accident)	\$
							PER STATUTE	OTH-ER
B							EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
B							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Business Personal Property	4,000,000
A							Valuable Papers	1,772,900

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

PROJECT: MB-1507/CIVIC CENTER MUSIC HALL FACILITY IMPROVEMENT

MB-0560 CIVIC CENTER MUSIC HALL EXTERIOR RENOVATIONS

City of Oklahoma City & its beneficiary trusts are included as Additional Insured in respects to General Liability as required by written contract

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City & Its Beneficiary Trusts 420 W. Main, Suite 700 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 Phil Truss/CHOWLY 

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