

AMENDMENT NO. 2 TO CONTRACT FOR ARCHITECTURAL SERVICES

This amendment is made and entered into this 27th day of September, 2022 by and between The City of Oklahoma City, a municipal corporation, and its successors in interest, herein called "City", and Design Architects Plus, Inc, herein called "Architect".

WITNESSETH:

Project No. MC-0674-A
General Architectural Services; and

WHEREAS, on November 9, 2021, the City engaged the services of the Architect to perform on-call City-wide architectural consultant services; and

WHEREAS, subsequent to the execution of the original contract, it was determined to increase the estimated annual architectural fee from \$500,000 to \$750,000 (an increase of \$250,000); and

WHEREAS, it was also determined to add the Crime Prevention through Environmental Design (CPTED) clause to ensure projects are designed to provide safety for users; and

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

WHEREAS, on December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program, and the requirements of the program must be included in the Contract; and

WHEREAS, the original contract must be amended to incorporate the aforementioned LBU Program requirements; and

WHEREAS, both parties agree to amend said contract.

NOW, THEREFORE, the parties agree as follows:

I. Addition of **Paragraph 40. Local Business Utilization Report.** to read as follows:

40. Local Business Utilization Report. (added by Amendment No. 2)

On December 22, 2020, the City Council approved and re-established the Small and Disadvantaged Local Business Utilization (LBU) Program. The program encourages and promotes the use of small and disadvantaged local business subcontractors on public construction contracts. The goal is to provide assistance, guidance, and opportunities for small and disadvantaged local businesses to work on City projects.

The Architect agrees to submit a Small and Disadvantaged Local Business Utilization (LBU) Report to the City within fourteen (14) days of the issuance of the Notice to Proceed, to include the following information:

- A. A list identifying each of its subconsultants or subcontractors;
- B. The location of the principal place of business of each subconsultant or subcontractor;
- C. The status of each of its subconsultants and subcontractors, and which class of disadvantaged business; local, small, disadvantaged, minority, etc.
- D. The general scope of work to be performed by each subconsultant or subcontractor; and
- E. The dollar amount of each subcontract.
- F. The tools and/or organizations used to locate and contact these businesses.

The Architect further agrees to submit to the City a monthly report identifying the scope of work and amount of payments made to each subconsultant or subcontractor for the preceding month on a form provided by the City.

[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 7th day of September, 2022.

DESIGN ARCHITECTS PLUS, INC.

Kahl Wilson

President

ATTEST:

STATE OF OKLAHOMA)

) SS

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 7th day of Sept, 2022, by Kahl Wilson, as President of Design Architects Plus, Inc.

Stephany Wilson

Notary Public

My Commission Expires/Commission Number:

03/09/26, 22003252



IN WITNESS WHEREOF, this Amendment was approved and executed by The City of Oklahoma City this 27th day of September, 2022.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K Simpson
City Clerk



David Holt

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor

