

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSE SCHAEFER ARCHITECTS
CENTER FOR ARTS, INNOVATION, AND CREATIVITY
PROJECT NO. 161715A**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2021, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Selser Schaefer Architects, hereinafter referred to as "ARCHITECT";

WITNESSETH:

WHEREAS, OWNER and ARCHITECT entered into an Agreement dated 02/05/2019 for services as set forth in said Agreement; and

WHEREAS, said Agreement requires ARCHITECT to prepare construction documents for bidding purposes for the construction of a Center For Arts, Innovation, And Creativity; and

WHEREAS, OWNER and ARCHITECT propose to amend said Agreement to revise the project scope and compensation; and

WHEREAS, the 2019 Agreement and this Amendment No. 1 shall hereinafter be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ARCHITECT is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

The revisions to the scope are as follows:

- a. The removal of the design for the City Visitors Bureau (CVB). \$ 7,540.00 deduct.
- b. The removal of the Contract Administration (CA) for a CVB. \$ 7,540.00 deduct.
- c. The removal of the design for a Sound Studio. \$ 18,675.00 deduct.

- d. The removal of the Contract Administration (CA) for a Sound Studio. \$ 6,400.00 deduct.
- e. Fire flow test required by the Fire Marshal \$ 500.00 add.
- f. Additional design services needed to revise the documents in order to meet the budget and time constraints. \$ 20,007.00 add.
- g. Additional services for furniture selection and specification. \$9,500.00 add. See Exhibit 2 for scope of services for furniture selection and specifications.
- h. Additional services for equipment selection and specification. \$5,500.00 add. See Exhibit 3 for scope of services for equipment selection and specifications.

2. **CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, OWNER shall pay ARCHITECT in accordance with the terms specified in Exhibit 1, Amended Project Fee Schedule, and as a change in the contract amount;

Original Contract Amount executed February 5, 2019	\$ 351,950.00
Deduct for removal of the design of the CVB	(\$ 7,540.00)
Deduct for removal of the CA for the CVB	(\$ 7,540.00)
Deduct for removal of the design of the Sound Studio	(\$ 18,675.00)
Deduct for removal of the CA for the Sound Studio	(\$ 6,400.00)
Add for Fire flow test required by the Fire Marshal	\$ 500.00
Add for Additional design services	\$ 20,007.00
Add for Additional services for furniture selection and specification.	\$ 9,500.00
Add for Additional services for equipment selection and specification.	\$ 5,500.00
 Total for Amendment No. 1	 (\$ 4,648.00)
 Revised Total Contract Amount	 \$ 347,302.00

4. **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2019 Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City Manager of the City of Broken Arrow, Oklahoma.

OWNER:

City of Broken Arrow

Approved as to form:

By [Signature]

Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Selser Schaefer Architects

By [Signature]
Henry Spieker
Vice President

Date 30 March 2021

Attest:

Corporate Secretary (Seal)

Date _____

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 30 day of March, 2021, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) Vice President of Selser Schaefer Architects, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

June 26, 2022

[Signature]

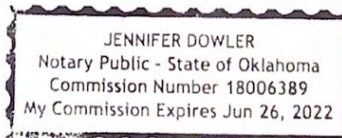


Exhibit 1

AMMENDED PROJECT FEE SCHEDULE

Original Contract Amount executed February 5, 2019	\$ 351,950.00
Amendment No. 1	(\$ 4,648.00)
Revised Total Contract Amount	\$ 347,302.00

ADDITIONAL SERVICES

Revisions, changes to design, and items not listed above under scope of services will be considered an additional service and will be billed at ARCHITECT's standard hourly rates:

Principal Architect	\$ 185.00	Interior Designer	\$ 130.00
Associate Principal	\$ 175.00	Architect III / Designer III	\$ 140.00
Project Manager	\$ 175.00	Architect II / Designer II	\$ 130.00
Project Designer	\$ 175.00	Architect I / Designer I	\$ 110.00
Contract Administrator	\$ 175.00	Administrative	\$ 70.00
Visualization	\$ 175.00		

Completed services will be billed monthly and are due and payable within 60 days of invoice date.

Exhibit 2

SCOPE OF SERVICES FOR FURNITURE SELECTION AND SPECIFICATIONS

SCOPE OF BASIC SERVICES

- Furniture Selection and Specification will take place during the Construction Document and Bidding Phases.
- The Architect will facilitate (1) review meeting with the Owner to program specific furniture requirements for both public and private spaces.
- The Architect will record any existing furniture that the Owner or User Group would like to be included into the expanded furniture plan.
- The Architect will select a Basis-of-Design for all new furniture and review with Owner. Upon Owner approval, the Architect will prepare a Furniture Bid Package consisting of a furniture plan and furniture specifications.
- The Architect will assist the Owner in competitive bidding of the furniture package by:
 - o Preparing a Furniture Plan, Furniture Specifications and Request for Proposal for Furniture.
 - o Distributing Request for Proposal for Furniture to a minimum of (3) pre-approved Furniture Dealerships.
 - o Answering Requests for Interpretation from Bidders.
 - o Issuing Addenda related to corrections and/or clarifications to the Furniture Bid Package.
 - o Reviewing and evaluating Furniture Proposals and making recommendation to Owner for final selection.
- The Architect will work with awarded bidder to select finishes and colors and will review with Owner for approval prior to order entry.
- The Architect will conduct one final punch of furniture package upon completion of installation.

EXCLUSIONS

- Furniture within the space allocated for the CVB.

Exhibit 3

SCOPE OF SERVICES FOR EQUIPMENT SELECTION AND SPECIFICATIONS

SCOPE OF BASIC SERVICES

- Equipment Selection and Specification will take place during the Construction Administration Phase, currently in progress.
- The Architect will facilitate (1) review meeting with the User Group to program specific equipment requirements for both public and private spaces.
- The Architect will record any existing equipment that the Owner or User Group would like to be included into the equipment plan.
- It is anticipated that the Equipment Selection will include the following items:
 - o Wood Shop Equipment.
 - o Kilns (Large, Small, and Raku)
 - o Pottery Wheels
 - o Slab Rollers
 - o Press for Clay Coils
 - o Pottery Carts
 - o Clay Storage Bins
 - o Pug Mill
 - o Rolling Pins
 - o Pottery Stilts
- The Architect will select a Basis-of-Design for all new equipment and review with Owner and the User Group. Upon Owner approval, the Architect will prepare an Equipment Bid Package consisting of an equipment plan with specifications and/or equipment cut sheets.
- The Architect will assist the Owner in competitive bidding of the equipment package by:
 - o Preparing an Equipment Plan, Equipment Specifications and Request for Proposal for Equipment.
 - o Distributing Request for Proposal for Equipment to a minimum of (3) pre-approved Equipment Vendors, or to the Construction Manager for bidding.
 - o Answering Requests for Interpretation from Bidders.
 - o Issuing Addenda related to corrections and/or clarifications to the Equipment Bid Package.
 - o Reviewing and evaluating Equipment Proposals and presenting to the Owner and User Group for final selection.
- The Architect will work with awarded bidders for final selections and will review with Owner and User Group for approval prior to ordering.
- The Architect will work with awarded bidders for final selections and will review with Owner and User Group for approval prior to ordering.

EXCLUSIONS

- This proposal excludes the procurement and purchasing of the equipment.
- This proposal excludes the following items:
 - o Televisions
 - o Projectors
 - o Smartboards
 - o Computers, Servers, and IT Data Racks
 - o Point-of-Sale Systems
 - o Security Systems
 - o Information Technology related items
 - o Copy or Print Machines