

**AGREEMENT SUMMARY
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
GH2 ARCHITECTS, LLC (CONSULTANT)
FOR FIRE STATION NO. 3 REPLACEMENT
PROJECT NO. 163511**

1.0 Professional Consulting Firm:

1.1 Name: GH2 Architects LLC
1.2 Telephone No.: 918-587-6158
1.3 Address: 320 South Boston, Suite 100
Tulsa, OK 74103

2.0 Project Name/Location: Fire Station No. 3 Replacement, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare plans for construction of 340 linear feet of road extension for East 115th Street South at the Fire Station No. 3 Replacement in Broken Arrow, and for record drawings.

4.0 Agreement Summary:

4.1	Agreement Amount:	
	Original Contract Amount executed March 15, 2016	\$198,700.00
	Amendment No. 1	<u>\$ 13,300.00</u>
	Revised Total Contract Amount	\$212,000.00
4.2	Agreement Time:	N/A
4.3	Estimated Construction Cost:	\$ 2,800,000

5.0 Contract Documents and Priority: The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on: _____

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GH2 ARCHITECTS, LLC
FIRE STATION NO. 3 REPLACEMENT
PROJECT NO. 163511**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2018, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and GH2 ARCHITECTS, LLC, hereinafter referred to as "ARCHITECT";

WITNESSETH:

WHEREAS, OWNER and ARCHITECT entered into an Agreement dated March 15, 2016 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 Fire Station No. 3 Replacement; and

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

WHEREAS, the 2016 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.

This Amendment requires ARCHITECT to design 340 linear feet of road extension for East 115th Street South. This design includes but is not limited to:

- a. Plans and Specifications
- b. Design to City of Broken Arrow Standards and Specifications
- c. Drainage Design
- d. Boundary and Topographic Survey
- e. Geotechnical Investigation complete with Report

2. SCOPE OF ARCHITECT SERVICES

Preliminary Design

- One site visit and meeting with design team
- Coordinate survey
- Coordinate geotechnical investigation
- Preliminary plan and profile
- Preliminary drainage design
- Preliminary civil specifications
- Preliminary drawings (General Notes, Survey, Plan & Profile, and Details)

Final Design

- One meeting with the design team
- Final grading design
- Final drainage design
- Final civil specifications
- Final drawings (General Notes, Survey, Plan & Profile, and Details)

3. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay ARCHITECT in accordance with the change in the contract amount;

Original Contract Amount executed March 15, 2016	\$198,700.00
Amendment No. 1	<u>\$ 13,300.00</u>
Revised Total Contract Amount	\$212,000.00

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 2016 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 Lesli Myers
Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

GH2 Architects, LLC

By [Signature]
Michael Hall, AIA
Principle

Date 9 MAY 2018

Attest:

Corporate Secretary (Seal)

Date _____

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 9th day of May, 2018, personally appeared Michael Hall, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) Member / Manager of GH2 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: 3-16-2020

Heather Lee Summers

