

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GH2 ARCHITECTS, LLC.
FOR
PROJECT NAME: BROKEN ARROW GATEWAY SIGNS
PROJECT NO. 201710**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY" or "OWNER", and GH2 ARCHITECTS, LLC., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated March 22, 2022 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the (project) construction of primary, secondary and tertiary gateway signs throughout the City of Broken Arrow.

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation of construction documents for bidding purposes of four (4) additional primary gateway signs, along will permitting/bidding and construction administration services.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

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

WHEREAS, CONSULTANT 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 CONSULTANT to provide construction documents, permitting and bidding services, and construction administration services for the construction of the additional primary signs.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed March 22, 2022	\$	85,434.00
<u>Amendment No. 1</u>	<u>\$</u>	<u>51,750.00</u>

Revised Total Contract Amount	\$	137,184.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 90 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

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

Except as amended hereby, all terms of the 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.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

Attest: _____
City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker 10/10/2025

CONSULTANT:

GH2 ARCHITECTS, LLC.

By: Nick Spriggs
Nick Spriggs, PLA,
Associate Principal

Date: 10.9.2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: Amanda Tillman
Name: Amanda Tillman
Office: Notary Public

Date: 10/09/2025

VERIFICATION

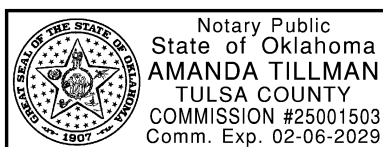
State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 9 day of October, 2025, personally appeared Nick Spriggs, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Associate Principal) of GH2 ARCHITECTS, LLC., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

02/06/2029

Amanda Tillman
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
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SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1. Project Scope
 - a. CONSULTANT will provide Construction Documents, Permitting/ Bidding, and Construction Administration services for the new Phase 2 Gateways signs. This phase includes four (4) primary signs and excludes secondary and tertiary signs.
 - b. Services included:
 - i. Landscape Architecture
 - ii. Civil Engineering
 - iii. Structural Engineering
 - iv. Electrical Engineering
 - c. Excluded services:
 - i. Architecture
 - ii. Mechanical Engineering
 - iii. Plumbing Engineering
2. Scope of Services
 - a. Design Development: CONSULTANT will provide locations for four (4) new primary signs based on survey information (CONSULTANT provided) and easement information (CITY provided).
 - b. Construction Documents: CONSULTANT will prepare Construction Documents suitable for permitting, bidding, and construction. CONSULTANT will review the documents with the CITY and incorporate comments.
 - c. Permitting/ Bidding Services: CONSULTANT will submit the improvements for permit and respond to bidder/ reviewer inquiries.
 - d. Construction Phase Services: Construction phase services include product reviews, responses to contractor inquiries, reviews of applications for payment, and substantial completion review.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 CONSTRUCTION DOCUMENTS: The CONSULTANT shall submit in-full, construction Documents and Cost Estimate in accordance with City requirements

**ATTACHMENT C
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COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Design Development: The OWNER shall pay the CONSULTANT a lump sum amount of \$12,936.00 for the completion of the Design Development. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.1 Construction Documents: The OWNER shall pay the CONSULTANT a lump sum amount of \$23,287 for the completion of the Construction Documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Permitting/Bidding Services: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$ 2,587.00 for the Bidding Phase Services defined in Attachment A of this agreement.
- 1.3 Construction Phase Services: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$ 1,240.00 for the Construction Phase Services defined in Attachment A of this agreement.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2021 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
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PROJECT SCHEDULE