

Amendment No. 1

TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

ROSE DISTRICT FARMERS MARKET WATER FEATURE

PROJECT NO. – 161708

1. Architecture/Engineering Firm:

- a. Name: R.L. Shears Company, P.C.
- b. Telephone No.: (918) 582-0612
- c. Address: 1522 South Carson Avenue, Tulsa, OK 74119-3820

2. Project Title and Location: Rose District Farmers Market Water Feature, Broken Arrow, Oklahoma.

3. Contract Amendment for: Additional Services for the Rose District Farmers Market Water Feature. All other provisions of the original contract apply.

4. Contract Amendment Scope and Schedule: See attached proposal.

5. Contract Data:

- a. Amendment No. 1 a not-to-exceed amount of Fourteen Thousand, Seven-Hundred Fifty Dollars (\$14,750.00). Total contract amount including all amendments = \$163,255.50.
- b. The total time allowed for amended contract completion is 248 calendar days.
- c. Liquidated Damages: Per original contract.

6. The City of Broken Arrow (called the City), represented by the City Manager and the Architect/ Engineer firm, identified in paragraph 1 (called the A/E) agree to perform this 1st Amendment to the Contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of the Contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. The Amendments to the Contract
- b. The Contract
- c. Special Provisions set out in the Contract
- d. General Provisions set out in the Contract
- e. A/E's Proposal

7. Amendment approved by the City Council on: _____

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

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:

R.L. Shears Company, P.C.

By [Signature]

Robert L. Shears, II, A.S.L.A., CLARB,
President

Date 1.22.16

Attest: [Signature]

Corporate Secretary (Seal)

Date 1.22.16



VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 22nd day of January, 2016, personally appeared Robert L. Shears, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) _____ of R.L. Shears Company, P.C., 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: 7/1/2019
[Signature]



January 19, 2016

Mr. Doug Tiffany, PE
Director of Engineering
City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, Oklahoma 74012

Dear Mr. Tiffany,

The following scope of services and fees are being submitted as additional services and were not included in our original agreement. If acceptable, please prepare a contract amendment to be presented for approval at the next City Council meeting. In order to facilitate keeping the design and construction schedule on track, the R.L. Shears Company and its sub-consultants must move forward with this work immediately. Please prepare a letter stating the City's intent to keep the project on schedule and to approve the additional work for payment.

SCOPE OF PROJECT:

Prepare Final Construction Documents and provide Bidding and Construction Observation Services for the Rose District Interactive Water Feature.

SCOPE OF ADDITIONAL SERVICES:

Construction Document Phase -

- Relocate Farmers Market Clock and pavers to the southeast corner of the Farmers Market.
- Add outdoor lighting for the Interactive water feature (IWF) mechanical yard.
- Add wall lights in the brick seat walls around the south, west, and north side of the IWF.
- Additional stormwater sewer design to accommodate reconstruction and grading of east half of farmer's market plaza.
- Prepare procurement documents for Owner Purchased Items (IWF Mechanical Packs, IWF Nozzles and LED Lights, IWF Control Systems, and Granite Paver for IWF Deck) and assist City Staff with procurement process.

Compensation:

The fees for the Basic Services as described above are based on a fixed fee as shown below:

Relocate Farmer's Market Clock –	
• Electrical:	\$500.00
• Structural:	\$5,000.00
Site Design and Construction Details:	\$1,500.00
IWF Mechanical Yard Lights and Wall Lights:	\$750.00
Stormwater Sewer:	\$3,000.00
Owner Purchase Procurement Services:	\$4,000.00
Total Fee:	\$14,750.00

R. L. Shears Company, P. C.

Your signature below indicates acceptance of the foregoing provisions and a draft contract will follow for your review.

Accepted By: _____

Date: _____

Sincerely,



Robert Shears ASLA, CLARB
President, R.L. Shears Company, P.C.

R. L. Shears Company, P.C.