

**AMENDMENT NO. 1 SUMMARY
CITY OF BROKEN ARROW
LEISURE PARK SPLASH PAD AND PLAYGROUND
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 176044**

1.0 Professional Consulting Firm:

- 1.1 Name: PDG LLC, dba Planning Design Group
- 1.2 Telephone No.: 918-628-1255
- 1.3 Address: 5314 South Yale Ave, Suite 510
Tulsa, OK 74135

2.0 Project Name/Location: Leisure Park Splash Pad and Playground, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to provide construction assistance in the form of submittal review, addressing RFI's (Request for Information) submitted by the contractor to the City and job site visits.

4.0 Agreement Summary:

- 4.1 Amendment No.1 Amount: \$3,500.00
- 4.2 Agreement Time: N/A
- 4.3 Estimated Construction Cost: \$N/A

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
PDG LLC dba PLANNING DESIGN GROUP

LEISURE PARK SPLASH PAD AND PLAYGROUND
PROJECT NO. 176044**

THIS **AMENDMENT NO. 1**, made and entered into this 20 day of March 2018, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and PDG LLC dba Planning Design Group, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated January 17, 2017, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires CONSULTANT to prepare detailed construction documents for a new splash pad and playground at Leisure Park.

WHEREAS, CITY and CONSULTANT propose to amend said Agreement to add construction assistance services in the form of submittal review, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits.

WHEREAS, the January 17, 2017 Agreement and First Amendment 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 assistance services in the form of submittal review, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits.

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. The Amendment

compensation shall be invoiced on an hourly not to exceed basis with the hourly rates set forth in the January 17, 2017 Agreement Attachment D.

Original Contract Amount executed January 17, 2017	\$36,250.00
Amendment No. 1 (hourly not to exceed)	\$ 3,500.00
Revised Total Contract Amount	\$39,750.00

3. AMENDED PROJECT SCHEDULE

No changes to be made to the Agreement Time and Project Schedule specified in the January 17, 2017 agreement.

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 January 17, 2017 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:

PDG LLC dba Planning Design Group

By *J. Crosby*

Print Name: Jim Crosby

Title: PRESIDENT

Date 3/1/2018

Attest:

Corporate Secretary (Seal)

Date _____

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §

County of Tulsa)

Before me, a Notary Public, on this 1 day of MARCH 2018, personally appeared TIM CROSSBY, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) PRESIDENT of PDG LLC dba Planning Design Group, 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: 10-02-2018

