

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
LANDPLAN CONSULTANTS, LLC Inc.**

**PROJECT NAME: CITY HALL PARKING AND LIGHTING IMPROVEMENTS
PROJECT NO. 2117100**

THIS **AMENDMENT NO. 1**, made and entered into this 2nd day of March 2021, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and LANDPLAN CONSULTANTS, LLC, hereinafter referred to as "CONSULTANT";

Inc.

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated October 7, 2020 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide design services and prepare construction documents for bidding purposes for the (project) three parking lots surrounding City Hall on each corner of First Street and Dallas Street.

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation of the approved concepts plans into two phases of construction documents for bidding purposes.

WHEREAS, the ORIGINAL AGREEMENT and Amendment 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 for all three parking lots that includes lighting landscaping, and irrigation. The construction documents will be split into two separate phases in order for funding to be available for landscaping and lighting for each of the parking lots. Designing a new seat wall (brick and mortar seat walls with cast stone tops that match the aesthetics of the Rose District around the exterior of the parking lots), and

designing and bidding the project as two phases was not included in the original contract scope.

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 October 7, 2020	\$ 38,790.00
<u>Amendment No. 1</u>	<u>\$ 5,200.00</u>
Revised Total Contract Amount	\$ 43,990.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 207 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

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

5. ELECTRONIC SIGNATURES

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with CITY'S requirements for submission of electronically signed and/or submitted documents.

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:

CONSULTANT:

Landplan Consultants, LLC Inc.

By:

Keith Franklin
President

Date:

2/19/2021

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Attest: Julie Graff
Julie Graff
Corporate Secretary

Date: _____

Date: 2/19/2021

Approved as to form:

Danny Littlefield, Jr.



VERIFICATION

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 19th day of February, 2021, personally appeared Keith Franklin, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Landplan Consultants, 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.

Inc.

My Commission Expires:

10/25/22

Mary Nancy Wade
Notary Public

