

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GH2 ARCHITECTS, LLC
NEW FIRE STATION NO. 7
PROJECT NO. 173509**

THIS **AMENDMENT NO. 1**, made and entered into this 23 day of February 2017, 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 9/6/16 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 a New Fire Station No. 7; 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 plat the proposed Broken Arrow Fire Station No. 7 property at the South-East corner of East 91st Street and South 1st Place in Broken Arrow, Oklahoma. Basic scope of the services includes:

- a. Review title commitment and deed provided by OWNER: incorporate existing easements from instruments of record included with title commitment.
- b. Obtain Abstractor's Ownership Affidavit
- c. Prepare preliminary plat

- d. Preliminary plat application and submission
- e. Obtain Certificate of Non-Production from Corporation Commission
- f. Attend Technical Advisory (TAC) Meetings (2 maximum)
- g. Attend Planning Commission Meetings (2 maximum)
- h. Prepare final plat draft and revised covenants
- i. Submit owner's papers
- j. Issue draft final plat
- k. Coordinate releases from utility companies and Development Services
- l. Legal Department release of draft final plat
- m. Produce final plat documents
- n. Attend City Council Meeting
- o. City Clerk and Assessor review
- p. Licensed Surveyor "pins" property corners

2. OWNER PROVIDED SERVICES

- a. Coordinate Deed of Dedication and Restrictive Covenants in consultation with owner/legal counsel which is required in order to prepare the preliminary plat.
- b. Obtain OWNER's signatures after final plat documents have been produced.
- c. Record Final Plat after the City Clerk and Assessor review.

3. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay ENGINEER in accordance with the terms specified in Exhibit 1, Amended Project Fee Schedule, and as a change in the contract amount;

Original Contract Amount executed September 6, 2016	\$198,700.00
Amendment No. 1	\$ 8,700.00
Revised Total Contract Amount	\$207,400.00

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 ICSH

Assistant City Attorney

By Michael L. Spurgeon

Michael L. Spurgeon, City Manager

Date 2/23/17

Attest:

Sara Blackford

City Clerk

CONSULTANT:

GH2 Architects, LLC

By Michael Hall

Michael Hall, AIA
Principal

Date 2/17/17

Attest:

Nicole Mafille

Corporate Secretary (Seal)

Date 2/17/17

VERIFICATIONS (If not a corporation)

State of Oklahoma)
County of Tulsa) §



Before me, a Notary Public, on this 17th day of February, 2017, personally appeared Michael Hall, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) _____ 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:

8/19/2020

Exhibit 1

AMMENDED PROJECT FEE SCHEDULE

Original Contract Amount executed September 6, 2016	\$198,700.00
Amendment No. 1	\$ 8,700.00
Revised Total Contract Amount	\$207,400.00

ADDITIONAL SERVICES

Revisions, changes to design, and items not listed above under scope of services will be considered an additional service and will be billed at ARCHITECT's standard hourly rates:

Architecture Principal	\$ 211.00	Engineering Principal	\$ 170.00
Architecture Ass. Principal	\$ 177.00	Engineering Associate	\$ 150.00
Project Manager	\$ 133.00	Registered Engineer II	\$ 135.00
Architect III	\$ 154.00	Registered Engineer I	\$ 120.00
Architect II	\$ 143.00	Technical Designer II	\$ 120.00
Architect I	\$ 125.00	Technical Designer I	\$ 110.00
Land Planner	\$ 120.00	Intern Engineer	\$ 110.00
Intern III	\$ 116.00	CADD Technician III	\$ 105.00
Intern II	\$ 109.00	CADD Technician II	\$ 95.00
Intern III	\$ 102.00	CADD Technician I	\$ 85.00
Administrative	\$ 82.00	Clerical	\$ 70.00