

**AMENDMENT NO. 1 SUMMARY
CITY OF BROKEN ARROW
PUBLIC SAFETY COMPLEX RENOVATION & FORENSIC LAB
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 181707**

1.0 Professional Consulting Firm:

- 1.1 Name: Selser Schaefer Architects – Consultant
- 1.2 Telephone No.: 918-587-2282
- 1.3 Address: 2002 East 6th Street
Tulsa, OK 74104

2.0 Project Name/Location: Broken Arrow Public Safety Complex, 1101 N. 6th Street, Broken Arrow, OK 74012

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services for Civil Engineering services related to the addition of a new driveway/ramp for a partial remodel of the Broken Arrow Public Safety Complex at 1101 N. 6th Street, Broken Arrow, OK. These services shall include, but not be limited to, the following: site survey, construction documents, bidding permitting and construction administration.

4.0 Agreement Summary:

- 4.1 Amendment No. 1 Amount: \$ 2,850.00
- 4.2 Amendment No. 1 Time: 24 calendar days
- 4.3 Estimated Construction Cost: \$12,000.00

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: _____, 2018

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS – ARCHITECTS
FOR
PUBLIC SAFETY COMPLEX RENOVATION & FORENSIC LAB
PROJECT NO. 181707**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2018, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Selser Schaefer Architects, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated July 17, 2018, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires CONSULTANT to prepare architectural, mechanical, electrical, and plumbing plans for a partial remodel plans for the Public Safety Complex project located in Broken Arrow, Oklahoma.

WHEREAS, CITY and CONSULTANT propose to amend said Agreement to add Civil Engineering services related to the addition of a new driveway/ramp; and

WHEREAS, the July 17, 2018 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 includes the following:

- 1.1 Deliverables include construction plans and specifications.
- 1.2 Design plans will be submitted in both pdf and AutoCAD format.
- 1.3 Design specifications will be submitted in both Word and pdf format.
- 1.4 Submittal review.
- 1.5 Site Survey
- 1.6 Bidding and Permitting
- 1.7 Construction Administration

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 July 17, 2018	\$40,750.00
Amendment No. 1	<u>\$ 2,850.00</u>
Revised Total Contract Amount	\$43,600.00

3. AMENDED PROJECT SCHEDULE

The project schedule for Amendment No. 1 is 24 calendar days from written notice to proceed.

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 July 17, 2018 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 Assistant City Manager of the City of Broken Arrow, Oklahoma.

OWNER:

City of Broken Arrow

Approved as to form:

By 
Assistant City Attorney

By _____

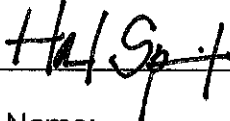
Michael L. Spurgeon, City Manager

Date _____

Attest:

CONSULTANT:


Selser Schaefer Architects

By 

Print Name: HANK SPIEKER

Title: PRINCIPAL

Date 02 NOVEMBER 2018

Attest: 

Corporate Secretary (Seal)

Date 11.06.2018

City Clerk

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 6th day of November, 2018, personally appeared Hank Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) Partner of Selser Schaefer Architects, Inc., 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: 9/1/21

Sandra Green



SANDRA GREEN
Notary Public
Tulsa County
State of Oklahoma
Commission No. 17001139