

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KKT ARCHITECTS, INC.**

PROJECT NAME: BROKEN ARROW CITY COUNCIL CHAMBERS RENOVATION

PROJECT NO. 191716

THIS **AMENDMENT NO. 1**, made and entered into this 3 day of September 2019, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and KKT Architects, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated 20th day of November 2018 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare 3 different design options with cost estimates, conceptual schematic design for a site plan, floor plans, exterior elevations, and preliminary construction cost estimate for the Broken Arrow City Council Chambers remodel.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include new drawings showing modifications to workroom and restroom, development of construction documents to use for bidding purposes, civil engineering, and structural engineering.

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, ENGINEER 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 ENGINEER to provide additional design options for City Council Chambers, development of construction documents for bidding, civil engineering, and structural engineering.

Price Planning Includes:

1. AutoCAD Drawing indicating:
 - a. Dimensioned floor plan indicating new, existing, & removed walls
 - b. Power and communications plan indicating locations only
 - c. Add project design and finish notes for contractor pricing
 - d. Develop option to rework gallery seating, council member seating, and ramp for ADA requirements
2. Design and layout rework of existing workroom and to modify existing restroom into ADA restroom
3. Develop new Pricing Plan per interior and exterior ADA code requirements
4. One meeting to present drawing to Client (not to exceed 1 ½ hours)
5. One revision not to exceed 1/3 of original square footage
6. One minor revision that does not change the layout of the plan
7. Architectural review for building code compliance

Construction Documents:

1. Company will field verify interior elevations for new acoustic panel locations
2. AutoCAD drawing indicating:
 - a. Dimensioned floor plan indicating new, existing, & removed walls
 - b. Power and communications plan indicating locations only
 - c. Develop finish plan, notes, and specifications based on tenant specifications
 - d. Develop elevations and sections of new counsel seating, Elevations of interior and exterior ramp and add appropriate notes
 - e. Reflected Ceiling plan
3. Develop Plan indicating new auditorium seating. (Furniture Procurement by Client)
4. Furniture Selection and Procurement Services
5. Develop plan and elevations indicating location of acoustic panels
6. Develop alternate Area of Refuge Plans and details
 - a. Indicate fire rated wall and doors
 - b. Rework existing landing to meet Area of Refuge requirements
 - c. Elevations of Area of Refuge
7. One meeting to present drawing to Client (not to exceed 1 ½ hours)
8. One revision not to exceed 1/3 of original square footage

Civil Engineering:

1. The Engineer shall review the two site options and provided by the Owner and Architect and where appropriate, make recommendations for variances to said criteria based on site conditions, local codes or

sound engineering practices. Once the site layout is finalized by the Owner, the Engineer shall prepare a set of Building Permit Construction Plans that shall include the following:

- a. Detail Site Plan
 - b. Detail Grading Plan
 - c. Erosion Control Plan
 - d. On-Site Utility Plan
 - e. Details required for the development
2. The Engineer shall assist the City with procuring all necessary permits associated with this project.

Structural Engineering:

1. Develop structural Engineering Plans for the two site options provided by Owner and Architect and where appropriate, make recommendations for variances to said criteria based on structural analysis conditions, local codes, and design criteria

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed November 20, 2018	\$ 11,080.00
Amendment No. 1	
Pricing Plan	\$ 1,500.00
Construction Documents	\$ 10,000.00
Civil Engineering	\$ 4,000.00
Structural Engineering	\$ 3,500.00
Revised Total Contract Amount	\$ 30,080.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 120 days from 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 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:

CONSULTANT:

City of Broken Arrow, a Municipal Corporation KKT Architects, Inc.

Approved as to form:

By [Signature] 8/20/19
Assistant City Attorney

By [Signature]
Andy Kinslow, President

Date 8-19-19

By _____
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) If applicable

Date _____

Attest:

Attest:

By _____
Curtis Green, City Clerk

By [Signature]

Date _____

Carson Smith Principal
Printed Name, Title

Date 8-19-19

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 19 day of August, 2019, personally appeared Andrew Kinslow, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: President) of KKT Architects, Inc., 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.

My Commission Expires:

June 09, 2023

[Signature]
Notary Public

