

**FIRST AMENDMENT TO AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR FARMERS BRANCH SERVICE CENTER FACILITY**

This **First Amendment to Agreement Between Owner and Architect** ("First Amendment") is made as of the Effective Date by and between the **City of Farmers Branch, Texas** ("City") and **Quorum Architects, Inc.**, a Texas corporation ("Quorum") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, on or about June 6, 2017, the Parties entered into that certain *Standard Form of Agreement Between Owner and Architect* (the "Agreement") for the design development and preparation of construction plans for City's Service Center Facility ("the Project"); and

WHEREAS, the Agreement includes within its scope design development, construction document preparation, and construction administration services but does not provide for compensation to Quorum for construction administration services; and

WHEREAS, the Parties desire Quorum to provide construction administration services with respect to construction of the Project and to amend the Agreement to include compensation to be paid to Quorum for performing such construction administration services.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Section 11.1 of the Agreement is amended to read as follows:

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Total Project Compensation for Design Developmental and Construction Document phases as described herein is proposed as described below, to be **Eight Hundred Seventy-Eight Thousand and No/100 Dollars (\$878,000)**, invoiced on percent complete each month, plus reimbursable direct expenses, estimated to be approximately \$4500 although this estimate does not include printing multiple hard copy sets of completed documents, with the fee for each phase of services identified as follows:

Design Development	\$285,000
Construction Documents	\$390,680
Civil Engineering	\$62,000
Construction Phase Services	\$140,000
Total	\$878,000

2. Except as amended by this First Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect as originally executed.
3. This First Amendment shall be effective on the date it is signed by authorized representatives of the Parties (“the Effective Date”).

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2019.

QUORUM ARCHITECTS, INC.

By: _____
David G. Duman, Principal