

**AMENDMENT NO. 3
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. 3**, made and entered into this 7th day of April 2021, 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 September 16, 2016 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, Amendment No. 1 dated February 23, 2017 and Amendment No. 2 dated December 2, 2020, and Amendment No. 3. 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 provide additional services for 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:

Design and documents that include lighting control details for station alerting system, zone mapping for station alerting system. And the coordination with contractor and owner services for system installation. All work preformed for the lump sum of Two

Thousand Nine Hundred Dollars (\$2,900.00)

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay ARCHITECT 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 |
| Amendment No. 2 | \$ 47,400.00 |
| Amendment No. 3 | \$ 2,900.00 |
| Revised Total Contract Amount | \$ 257,700.00 |

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 3 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 _____



Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

GH2 Architects, LLC

By _____



Michael Hall, AIA
Principle/Member

Date March 9, 2021

Attest:

Corporate Secretary (Seal)

Date _____

VERIFICATIONS (If not a corporation)

State of Oklahoma)
)
)
County of Tulsa)

Before me, a Notary Public, on this 9th day of March, 2021, personally appeared Michael Hall, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) Principle/Member 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:

03-16-2024



Exhibit 1

AMMENDED PROJECT FEE SCHEDULE

| | |
|---|---------------|
| Original Contract Amount executed September 6, 2016 | \$198,700.00 |
| Amendment No. 1 | \$ 8,700.00 |
| Amendment No. 2 | \$ 47,400.00 |
| Amendment No. 3 | \$ 2,900.00 |
| Revised Total Contract Amount | \$ 257,700.00 |

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 |