

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BKL, INC.
PROJECT NAME: Maintenance Facility Renovations
PROJECT NO. 2217090**

THIS **AMENDMENT NO. #**, made and entered into this 11 day of October 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and BKL, INC., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated June 5, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare full architectural, interior design, structural, mechanical, and electrical and plumbing construction documents for bidding purposes for the Maintenance Facility Renovations to renovate the 7,000 SF office portion of the building formerly owned by Windstream.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include Utilities Laboratory ("Lab") upgrades.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 3 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 CONSULTANT to revise the construction drawings to remove the fire rated wall; select furniture, fixture and equipment (FF&E); create documents for FF&E bidding; and provide construction administration services for FF&E installation.

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 June 5, 2023	\$ 330,775.00
Amendment No. 1	\$ 5,500.00
Amendment No. 2	\$ 13,275.00
<u>Amendment No. 3</u>	<u>\$ 30,415.00</u>

Revised Total Contract Amount \$ 379,965.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 3 is to extend the original contract schedule by 60 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 3 is effective upon signature of 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.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

BKL, INC.

By: _____
Stacy Loeffler, Vice-President

Date: 10/10/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Jenni Hammock, Principal

Date: 10/10/24

Approved as to form:

D. Graham Parker
Assistant City Attorney

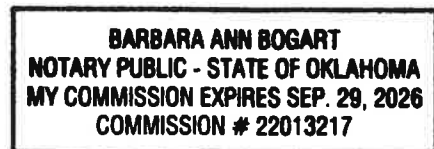
VERIFICATION

State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 11 day of October, 2024, personally appeared Jenni Hammock, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of BKL, 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:

Sept 29, 2024
Barbara Ann Bogart
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
BKL, INC.
FOR
Maintenance Facility Renovations
PROJECT 2217090**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 Revise the construction documents to remove rated wall on west side of the office space.
- 1.2 Furniture Selection:
 - 1.2.1 Revise furniture layout and selections based on changes in floor plan from final design phase.
 - 1.2.2 Kickoff meeting and two additional meetings with CITY to refine furniture needs and selections.
 - 1.2.3 Coordinate with furniture vendors, finish selections and produce bid documents including drawings and specifications.
 - 1.2.4 Construction administration services including:
 - 1.2.4.1 Review the submittals and shop drawings
 - 1.2.4.2 Coordinate with vendors and end users to produce substitutions/revisions.
 - 1.2.4.3 Oversight of furniture install on site – two days
 - 1.2.4.4 Punch and Final walk through

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 The CONSULTANT shall submit final construction document with the rated wall removed as part of the base bid, and the warehouse roof as an add alternate. It can be submitted via email, data download, or memory stick.
- 2.0 The CONSULTANT shall submit bid documents for the FF&E. It can be submitted via email, data download, or memory stick.

**ATTACHMENT C
TO
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COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Revision/Removal of Rated Wall: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,510.00 for the completion of the drawing changes. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Furniture, Fixtures and Equipment: The OWNER shall pay the CONSULTANT a lump sum amount of \$26,905.00 for the completion of the Furniture, Fixtures and Equipment. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D
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PROJECT SCHEDULE

It is anticipated that the revision/removal of the rated wall will be completed and submitted for construction purposes by November 15th.

It is anticipated that the Furniture, Fixtures and Functions bid documents will be completed and submitted for bid purposes by February 15th.