# **AMENDMENT NO. 3**

#### TO

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN CITY OF BROKEN ARROW

# AND

# GH2 ARCHITECTS, LLC FIRE STATION NO. 3 REPLACEMENT PROJECT NO. 163511

THIS **AMENDMENT NO. 3**, made and entered into this <u>7th</u> day of <u>April</u> 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 March 15, 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 Fire Station No. 3 Replacement; 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 May 15, 2018 and Amendment No. 2 dated December 2, 2020 and this 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 will work with The City of Broken Arrow Fire Department to determine the specification of furniture for bunkrooms, offices, and lounge spaces, equipment for fitness room, appliances for kitchen, and an extractor in the Apparatus Bay.

# 2. SCOPE OF ARCHITECT SERVICES

This Amendment requires ARCHITECT to provide additional services for proposed The new Fire Station No. 3 that is located at 5420 South 23rd Street 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)

### 3. ARCHITECT PROVIDE SERVICES.

Additional work preformed for the lump sum of Two Thousand Nine Hundred Dollars (\$2,900.00)

# 4. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay ARCHITECT in accordance with the change in the contract amount;

Original Contract Amount executed March 15, 2016	\$^	198,700.00
Amendment No. 1	\$	13,300.00
Amendment No. 2	\$	15,000.00
Amendment No. 3	\$	2,900.00

Revised Total Contract Amount \$229,900.00

#### 4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 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	CONSULTANT: GH2 Architects, LLC		
Approved as to form:	GHZ AICHILECIS, LLC		
ByALL	Ву		
Assistant City Attorney	Michael Hall, AIA Principle/Member		
Ву			
Michael L. Spurgeon, City Manager	Date March 9, 2021		
Date	Attest:		
Attest:	Corporate Secretary (Seal)		
City Clerk	Date		
VERIFICATIONS (If not a corporation)			
State of Oklahoma )			
) § County of Tulsa )			
Before me, a Notary Public, on this			
My Commission Expires:	(Mer)		
03-16-2024  # 12002593  EXP. 03/16/2024  **OF ONLO			
A Proposition of the Party of t			