

**AMENDMENT NO. 2
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 _____ day of _____ 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. 2 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 analyze the existing building structure elements of concern and recommend modifications if required, and roof design for the warehouse portion of the facility.

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
<u>Amendment No. 2</u>	<u>\$ 13,275.00</u>
Revised Total Contract Amount	\$ 349,550.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is to extend the original contract schedule by 21 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 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
Stacy Loeffler, President

Date: 7/8/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Jenni Hammock
Jenni Hammock, Vice-President

Date: 7/8/24

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 8 day of July, 2024, personally appeared Stacy Loeffler, 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:

9-29-26
Barbara Ann Bogart
Notary Public

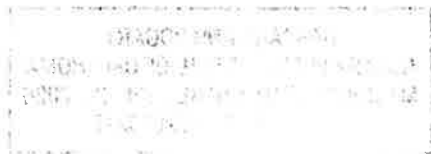
BARBARA ANN BOGART
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES SEP. 29, 2026
COMMISSION # 22013217

**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 Analyze the existing building structure elements of concern and recommend modifications if required. The CONSULTANT will measure the structural members associated with the above system to determine their characteristics and analyze the existing member with the appropriate loading for a building remodel. Recommendations of modifications such as X-bracing or member strengthening will be provided. These modifications, if approved, will be incorporated into the final construction documents.
 - 1.1.1 The building structural elements of concern in the proposed field office
 - 1.1.1.1 Stud wall system supporting exterior sheathing.
 - 1.1.1.2 Eave purlin at the roof supporting the stud wall system.
 - 1.1.1.3 Lack of moment connection in building frames
 - 1.1.1.4 Lack of X-bracing or rigid exterior sheathing
 - 1.1.1.5 Roof purlin spans and framing members
- 1.2 Roof Design for the warehouse portion of the facility.
 - 1.2.1 Site visits to further investigate existing roof conditions and take as-built measurements.
 - 1.2.2 Prepare drawings for new roof system.



**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 any structural modifications as part of the base bid, and the warehouse roof as a add alternate. 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 Structural Analysis: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,775.00 for the completion of the Structural Analysis. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Roof Design: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,500.00 for the completion of the Roof Design. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D
TO
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PROJECT SCHEDULE

It is anticipated that the structural analysis and roof design will be completed and submitted for bidding purposes by July 12th.

