

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FLYNT & KALLENBERGER, INC.
FOR
JUSTICE CENTER HVAC MODIFICATIONS, PROJECT NO. 151704**

THIS **AMENDMENT NO. 3** made and entered into this 22nd day of August 2016, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Flynt & Kallenberger, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated 01/06/15 (2015 Agreement), for services as set forth in said Agreement; and

WHEREAS, said Agreement was amended by the parties in August 2015 and February of 2016; and

WHEREAS, said Agreement and amendments require ENGINEER to design and prepare plans and specifications for a construction contract for modifications to the heating, ventilation, and air conditioning (HVAC) for the Broken Arrow Justice Center; and

WHEREAS, CITY and ENGINEER propose to amend said Agreement to expand the project scope, and compensation; and

WHEREAS, the 2015 Agreement and First, Second and Third Amendments shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services in Account Number 030-1700-419.70-16; 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. SCOPE OF SERVICES.

An amended Scope of Services as specified in Attachment A-1 is hereby incorporated by reference as part of this agreement.

2. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

The Owner's responsibilities related to this Amendment No. 3 are the same as defined in the Agreement. No Special conditions exist to this Amendment No. 3.

3. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms specified in Attachment A-2, Amended Scope of Services, as a change in the contract amount as follows:

Original Agreement Amount executed 01/06/15	\$ 8,625.00
Amendment No. 1, executed 08/31/15	\$ 1,500.00
Amendment No. 2, executed 02/18/16	\$ 5,000.00
Amendment No. 3, executed _____, Not to Exceed	\$ <u>5,282.91</u>
Revised Total Contract Amount	\$ 20,407.91

5. AMENDED PROJECT SCHEDULE

The ENGINEER shall complete the work required by this Amendment No. 3 within 120 days of the Authorization to Proceed, or 45 days after the construction contract is complete and as-built markups are provided for preparation of record drawings, whichever comes last.

6. 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 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.

Approved as to form:

[Signature]
Assistant City Attorney

City of Broken Arrow, Oklahoma
A Municipal Corporation

By: [Signature]
City Manager

Attest:

Deputy

[Signature]
City Clerk [Seal]

Date 8/22/16

Flynt & Kallenberger, Inc

By: [Signature]
10810 E/45th St., Ste. 201, Tulsa, OK



Attest:

[Signature]
Corporate Secretary (Seal!)

Date: 8/17/16

VERIFICATIONS

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 17th day of August 2016, personally appeared Ryan N. Gregg, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Justin F. Roush/Secretary) (Please circle or specify) of Flynt & Kallenberger, Inc., 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:

07/07/2017
Commission # 05006191

[Signature]
Notary Public



ATTACHMENT A-1

AMENDED SCOPE OF SERVICES

A-1.1 The ENGINEER shall provide two (2) spot coolers to provide relief to the Justice Center lab during system balancing and during periods of hot weather until the HVAC modifications are complete, at a cost of \$1,784.91.

A-1.2 At the direction of the Construction Contract Administrator, the ENGINEER shall provide Assistance During Construction on an hourly basis in accordance with the rates in Attachment A-2, including but not limited to:

- a. Review of construction contractor shop drawings and submittals.
- b. Response to construction contractor Requests for Information (RFI).
- c. Attendance at conferences and meetings related to the project construction.
- d. Site visits and attendance at progress meetings.
- e. Assistance during HVAC system balancing.
- f. Participation in inspections, including the final inspection.
- g. Provision of technical assistance as requested by the Contract Administrator.

ATTACHMENT A-2

ENGINEER'S HOURLY RATES

The attached Engineer's hourly rates include overhead, profit, travel, and administrative costs.



HOURLY RATE SCHEDULE FOR ENGINEERING SERVICES AS OF JANUARY 1, 2016

PRINCIPALS

PRINCIPAL ENGINEER \$ 155.00/Hr

ASSOCIATE PRINCIPALS

ASSOCIATE PRINCIPAL ENGINEER \$ 130.00/Hr

TECHNICAL LEVEL I

ELECTRICAL PROJECT ENGINEER \$ 115.00/Hr

MECHANICAL PROJECT ENGINEER \$ 115.00/Hr

TECHNICAL LEVEL II

ELECTRICAL ENGINEER \$ 100.00/Hr

MECHANICAL ENGINEER \$ 100.00/Hr

TECHNICAL LEVEL III

MECHANICAL/ELECTRICAL DESIGNER \$ 75.00/Hr

DOCUMENT CONTROL/SPECIFICATIONS \$ 55.00/Hr