

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC. (CONSULTANT)
FOR
FIRE STATION NO. 2 FOUNDATION REPAIR
PROJECT NO. 193509**

THIS **AMENDMENT NO. 2**, made and entered into this 19th day of January 2021, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and **WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC.**, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated January 2, 2019 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to provide special inspection services and construction assistance during construction of drilled concrete piers, concrete grade beams and apron.

WHEREAS, the 2019 Agreement, Amendment No. 1 dated August 18, 2020 and this Amendment No. 2 shall hereinafter be referred to as the "Agreement"; and

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include special inspection services.

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:

1.0 PROJECT SCOPE.

This Amendment requires ENGINEER to provide construction assistance and special inspection services in the form of the following:

1.1 CAST-IN-PLACE DEEP FOUNDATION ELEMENTS:

- Observe drilling operations and maintain complete and accurate records for each element.

- Verify placement locations and plumbness, confirm element diameters, lengths, embedments into bedrock and adequate end bearing strata capacity.

1.2 CONCRETE CONSTRUCTION:

- Inspection of reinforcing steel and placement.
- Inspection of bolts to be installed in concrete prior to and during placement of concrete.
- Inspection of anchors installed in hardened concrete.
- Verifying use of required design mix.
- At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.
- Inspection of concrete and shotcrete placement for proper application techniques.
- Inspection for maintenance of specified curing temperature.
- Verification of in-situ concrete strength prior to removal of shores and forms from beams and slabs.
- Inspect formwork for shape, location and dimensions of the concrete member being formed.

1.3 STRUCTURAL STEEL CONSTRUCTION:

- Material verification of high-strength bolts, nuts and washers:
 - Identification markings to conform to ASTM standards specified in approved construction documents
 - Manufacturer's certificate of compliance required.
- Inspection of high-strength bolting:
 - Snug-tight joints.
- Material verification of structural steel:
 - For structural steel, identification markings to conform to AISC 360.
 - Manufacturer's certified test reports.
- Material verification of weld filler materials:
 - Identification markings to conform to AWS specification in approved construction documents.
 - Manufacturer's certificate of compliance required.
- Inspection of welding (does not include NDT, non-destructive testing):
 - Single-pass fillet welds < 5/16".
- Inspection of structural steel frame joint details:
 - Details such as bracing and stiffening.
 - Member locations.
 - Application of joint details at connections.

2.0 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 January 2, 2018	\$ 57,600.00
Amendment No. 1	\$ 4,000.00
<u>Amendment No. 2</u>	<u>\$ 15,900.00</u>
Revised Total Contract Amount	\$ 77,500.00

3.0 AMENDED PROJECT SCHEDULE.

The schedule for Amendment No. 2 is 60 days from construction Notice to Proceed.

4.0 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 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, a Municipal Corporation

CONSULTANT:

WALLACE ENGINEERING-

STRUCTURAL CONSULTANTS, INC.

Approved as to form:

By Tammy Ewing 12/23/2020
Assistant City Attorney

By Tom Hendrick
Tom Hendrick, President
Date 12/16/2020

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

By _____
Curtis Green, City Clerk

(CORPORATE SEAL) If applicable

Attest: Douglas M. Brown
By _____
Corporate Secretary
Print Name: Douglas M. Brown



Date _____ Date _____

VERIFICATION

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 16th day of December, 2020, personally appeared Tom Hendrick, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: n/a) of WALLACE ENGINEERING- STRUCTURAL CONSULTANTS, 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:

2-23-2021

Sandra Blankenship
Notary Public

