

**AMENDMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
Kimley Horn
PROJECT NAME: Events Park Infrastructure
PROJECT NO. 2417210**

THIS **AMENDMENT NO. 4**, made and entered into this ____ day of April 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “CITY”, and Kimley Horn, hereinafter referred to as “ENGINEER”;

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated September 26, 2023 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONTRACTOR to perform a survey and geotechnical services to improve and expand the infrastructure at Events Park.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include design work to improve and expand the infrastructure at Events Park.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 4 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 ENGINEER to perform design work for the expansion Events Park Infrastructure as described in Attachment A (scope), Attachment B (Organization of Submittal Documents), Attachment C (Compensation and Additional Services), and Attachment D (Project Schedule).

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 September 26, 2023	\$	192,050
Amendment No. 1, not to exceed	\$	100,000
Amendment No. 2, Remove Design Fee Amend 1	\$	(100,000)
Amendment No. 2, lump sum	\$	1,439,700
Amendment No. 2, not to exceed	\$	21,000
Amendment No. 3, lump sum	\$	71,700
Amendment No. 4, lump sum	\$	224,700
Amendment No. 4, not to exceed	\$	40,000
<u>Amendment No. 4, Reduce Misc. Fees</u>	<u>\$</u>	<u>(59,810)</u>
Revised Total Contract Amount	\$	1,910,440

3. AMENDED PROJECT SCHEDULE

See Addendum D for the schedule for Amendment No. 4.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 4 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: _____

Attest: _____
City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:

Kimley Horn

By: Doug Arnold
Douglas Arnold,
Contract Specialist

Date: 04/03/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: C. Matt Pool
Name: C. Matt Pool
Office: Fort Worth
Date: 4/3/24

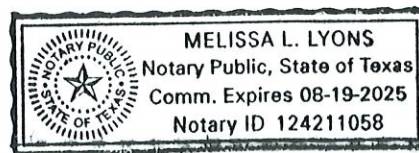
VERIFICATION

State of Texas)
County of Dallas) §

Before me, a Notary Public, on this 3rd day of April, 2024, personally appeared Douglas Arnold, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist) of Kimley Horn, 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:

08-19-2025
Melissa L. Lyons
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
Kimley Horn
FOR
Events Park Infrastructure
PROJECT 2417210**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 Topographic Survey – 101st Street 5-Lane Widening: the CONSULTANT will perform a topographic and boundary survey west of the southbound turnpike entrance for the widening of 101st Street as shown in the yellow area on Appendix 1. (\$3,450 LS)
- 1.2 Topographic Survey – Turnpike Ramp Widening: the CONSULTANT will perform a topographic and boundary survey for the widening of the Turnpike Ramp as shown in the purple area of Appendix 1. (\$3,750 LS)
- 1.3 E 101st Street 5-Lane Improvements: the CONSULTANT will design and prepare construction documents to widen 101st Street from 4-lanes to 5-lanes west of the Southbound Creek Turnpike entrance to approximately 400-feet east of the Events Park Entrance. (\$142,500 LS)
- 1.4 Turnpike Ramp Widening: the CONSULTANT will design and prepare construction documents to widen the northbound Turnpike ramp north of the toll booth location as requested by the Oklahoma Turnpike Authority. See Appendix 1. (\$30,000 LS)
- 1.5 Receptacle Enhancement for Light Poles: the CONSULTANT will design and prepare construction documents for alternative lighting plans that include 120V receptacles at each new light pole within Events Park. (\$45,000 LS)
- 1.6 Bidding and Construction Phase Services: the CONSULTANT will assist with bidding phase services as needed. (\$40,000 Hourly Not to Exceed)
- 1.7 Reduce Miscellaneous Fees: Reduce the fees for the following contracted items: Level A Subsurface Utility Engineering (SUE) data (Original AE Agreement, Attachment A, Item 2.3); Project Management (Original AE Agreement, Attachment A); Dozer Services (Amendment 2, Attachment A, Item 1.6); and Gary Street Improvements (Amendment 2, Attachment A, Item 1.9) (-\$59,810)

2.0 SCOPE OF SERVICES

2.1 **PROJECT MANAGEMENT AND COORDINATION:** CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

- 2.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
- 2.1.2 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 2.1.3 Prepare additional infrastructure assessment estimates.
- 2.1.4 Assist OWNER with logistics support services

2.1 **TOPOGRAPHIC SURVEY:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.1.1 Perform a topographic and boundary survey by a combination of boots on the ground work and aerial LiDAR survey. It shall include all pertinent objects and above-ground features such as roads, curbs, drives, sidewalk, ramps, slabs, finished floor at thresholds, signs, fences, wall, visible drainage structures and flow lines, and visible or marked utilities.. Along with storm water manhole, sewer manhole, water valve rims and invers depth measurements.
- 2.1.2 Gather existing plat, property owner information, existing ROW and easement information.

2.2 **ARTERIAL ROADWAY IMPROVEMENTS:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.2.1 Conceptual Design (30%)

2.2.1.1 Project Management and Administration

2.2.1.2 Conceptual Plan Layout and Typical Sections

2.2.1.2.1 Identify significant design constraints.

2.2.1.2.2 Establish and document design criteria.

2.2.1.2.3 Establish project centerline/baseline.

2.2.1.2.4 Evaluate roadway typical section options and establish proposed lane and shoulder widths.

2.2.1.2.5 Design roadway profile and establish footprint.

2.2.1.2.6 Determine ROW and possible easement requirements.

2.2.1.2.7 Evaluate options for construction sequencing and traffic control.

2.2.1.2.8 Develop typical sections, including subgrade and pavement design recommendations from the geotechnical report.

2.2.1.3 Storm Drainage Analysis and Design

2.2.1.3.1 Develop drainage area maps and perform hydrologic calculations to determine peak runoff for design rain events

2.2.1.3.2 Perform hydraulics calculations to design proposed culverts, ditches and storm sewer systems

- 2.2.1.3.3 The following are NOT included as a part of the analysis and design:
 - Hydrologic/hydraulic calculations for the E 101st Street RCB downstream of the Events Park detention pond
 - HEC-RAS modeling
 - Preparation of any CLOMR/LOMR
 - Regulatory submittals
- 2.2.1.4 Photometric Analysis and Lighting Design
 - 2.2.1.4.1 Analyze and design lighting improvements for the existing trail on the north side of E 101st Street from the east entrance of the Broken Arrow NSU campus to the entrance of Events Park. Lighting improvements will extend along the existing trail to the north until the adjacent lighting of the park entrance roadway provides coverage.
 - 2.2.1.4.2 Poles and fixtures will be selected
 - 2.2.1.4.3 Illumination levels will be designed per IES
 - 2.2.1.4.4 Circuit size, conduit fill, and infrastructure installations will be designed to NEC requirements and City of Broken Arrow standards
 - 2.2.1.4.5 Light pole footing design and structural calculations to be included
- 2.2.1.5 Traffic Signal Modifications (for E 101st Street Improvements only)
 - 2.2.1.5.1 Design traffic signal modifications for both northbound and southbound intersections
 - 2.2.1.5.1 Traffic Signal Layout Plan: Showing traffic signal layout including pole locations, signal heads, cabinet, conduits, detection, and all other signal components
 - 2.2.1.5.1 Traffic Signal Equipment Details: Showing blowup of intersection and signal components
- 2.2.1.6 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
- 2.2.1.7 Prepare a conceptual opinion of probable construction cost.
- 2.2.1.8 Submit Conceptual 30% Plans in PDF format and up to three (3) copies of 11"x17" half- size plans to the OWNER
- 2.2.1.9 Public Engagement
 - 2.2.1.9.1 Prepare for and attend up to one (1) public meeting during the 30% Design to discuss the proposed improvements, design, and project schedule.
- 2.2.2 Final Design (90% and Final)
 - 2.2.2.1 Project Management and Administration
 - 2.2.2.2 Roadway
 - 2.2.2.2.1 Update roadway plan and profile sheets

- 2.2.2.2.1 Develop intersection grading/detail plans
- 2.2.2.2.1 Update roadway cross-sections
- 2.2.2.3 Utility Coordination
 - 2.2.2.3.1 Continue coordination with utility companies to provide adequate relocation corridors as necessary. Provide design plans to utility companies electronically (i.e. pdf or CADD files as required) at submittal of 90% design plans.
- 2.2.2.4 Traffic
 - 2.2.2.4.1 Pavement marking and signing plans
 - 2.2.2.4.2 Traffic signal plan modifications
 - 2.2.2.4.3 Traffic control phasing plan
- 2.2.2.5 Stormwater
 - 2.2.2.5.1 Finalize storm drainage analysis and design
- 2.2.2.6 Compile and prepare a 90% Design opinion of probable construction cost
- 2.2.2.7 Conduct a 30% Plan review meeting with the OWNER and incorporate 30% Plan review comments
- 2.2.2.9 Submit 90% Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER
- 2.2.2.10 Conduct a 90% Plan review meeting with the OWNER and incorporate 90% Plan review comments
- 2.2.2.11 Develop Final Design Plans and prepare an opinion of probable construction cost
- 2.2.2.12 Submit Final Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans.

2.3 ON-SITE ROADWAY IMPROVEMENTS: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.3.1 Conceptual Design (30%)
 - 2.3.1.1 Project Management and Administration
 - 2.3.1.2 Conceptual Plan Layout and Typical Sections
 - 2.3.1.2.1 Identify significant design constraints.
 - 2.3.1.2.2 Establish and document design criteria.
 - 2.3.1.2.3 Establish project centerline/baseline.
 - 2.3.1.2.4 Evaluate roadway typical section options and establish proposed lane and shoulder widths.
 - 2.3.1.2.5 Evaluate options for construction sequencing and traffic control.
 - 2.3.1.2.6 Develop typical sections, including subgrade and pavement design recommendations from the geotechnical report.

2.3.1.3 Lighting Design

2.3.1.3.1 Existing poles and fixtures will be relocated

2.3.1.3.2 Existing pole spacing to be matched

2.3.1.3.3 New poles and fixtures will match existing poles as best as possible

2.3.1.3.4 Electrical wiring design to be included

2.3.1.4 Prepare a conceptual opinion of probable construction cost.

2.3.1.5 Submit Conceptual 30% Plans in PDF format and up to three (3) copies of 11"x17" half- size plans to the OWNER

2.3.2 Final Design (90% and Final)

2.3.2.1 Project Management and Administration

2.3.2.2 Roadway

2.3.2.2.1 Update roadway plan and profile sheets

2.3.2.2.1 Develop intersection grading/detail plans

2.3.2.2.1 Update roadway cross-sections

2.3.2.3 Traffic

2.3.2.3.1 Pavement marking and signing plans

2.3.2.4 Stormwater

2.3.2.4.1 Finalize storm drainage analysis and design

2.3.2.5 Compile and prepare a 90% Design opinion of probable construction cost

2.3.2.7 Conduct a 30% Plan review meeting with the OWNER and incorporate 30% Plan review comments

2.3.2.9 Submit 90% Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER

2.3.2.10 Conduct a 90% Plan review meeting with the OWNER and incorporate 90% Plan review comments

2.3.2.11 Develop Final Design Plans and prepare an opinion of probable construction cost

2.3.2.12 Submit Final Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans.

2.6 **LIGHTING:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

2.6.1 Conceptual Design (30%)

2.6.1.1 Project Management and Administration

- 2.6.1.2 Conceptual Plan Layout and Typical Sections
 - 2.6.1.2.1 Identify significant design constraints.
 - 2.6.1.2.2 Establish and document design criteria.
 - 2.6.1.2.3 Establish project centerline/baseline.
 - 2.6.1.2.4 Develop typical sections, including subgrade and pavement design recommendations from the geotechnical report, and any required electrical schematics.

2.6.2 Final Design (90% and Final)

- 2.6.2.1 Project Management and Administration
- 2.6.2.2 Lighting
 - 2.6.2.2.1 Update plan and profile sheets
 - 2.6.2.2.1 Develop intersection grading/detail plans
- 2.6.2.3 Compile and prepare a 90% Design opinion of probable construction cost
 - 2.6.3.1 Conduct a 30% Plan review meeting with the OWNER and incorporate 30% Plan review comments
- 2.6.2.4 Submit 90% Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER
- 2.6.2.5 Conduct a 90% Plan review meeting with the OWNER and incorporate 90% Plan review comments
- 2.6.2.6 Develop Final Design Plans and prepare an opinion of probable construction cost
- 2.6.2.7 Submit Final Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans.

2.7 **BIDDING AND CONSTRUCTION SERVICES:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.7.1 Assist with bidding phase services, as needed
 - 2.7.1.1 Prepare for and attend pre-bid meetings
 - 2.7.1.2 Issue Addenda as appropriate to interpret, clarify, or expand bidding documents
 - 2.7.1.3 Provide a schedule of submittals required for the contractor
- 2.7.2 Assist with the construction phase services, as needed
 - 2.7.2.1 Prepare for and attend pre-construction meetings
 - 2.7.2.2 prepare for and attend construction progress meetings
 - 2.7.2.3 Visit to site and observations of construction
 - 2.7.2.3.1 Visit sites to observe the progress of the work. Observations will be limited to spot checking, and similar methods of general observation. Base on the site visits CONSULTANT will evaluate whether CONTRACTOR work is generally proceeding in accordance with the contract documents, and keep the OWNER informed of the general

- progress of work.
- 2.7.2.3.1 CONSULTANT will not supervise, direct, or control CONTRACTORS work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by CONTRACTOR, for safety programs incident to CONTRACTOR'S work, or for failure of CONTRACTOR to comply with laws. CONSULTANT does not guarantee CONTRACTOR'S performance and has no responsibility for CONTRACTOR'S failure to perform in accordance with the Contract Documents.
- 2.7.3 Recommendations with respect to defective work
- 2.7.3.1 CONSULTANT will recommend to OWNERS that CONTRACTOR'S work be disapproved and rejected while it is in progress if CONSULTANT believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- 2.7.4 Clarifications and Interpretations
- 2.7.4.1 CONSULTANT will respond to reasonable and appropriate CONTRACTOR requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by OWNERS.
- 2.7.5 Change orders
- 2.7.5.1 CONSULTANT may recommend Change Orders to the OWNERS and will review and make recommendations related to Change Orders submitted or proposed by the CONTRACTOR.
- 2.7.6 Review submittals, shop drawings, and samples
- 2.7.6.1 CONSULTANT will review Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- 2.7.7 Substitutes and "or-equal"
- 2.7.7.1 CONSULTANT will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by CONTRACTOR in accordance with the Contract Documents.
- 2.7.8 Disagreements between OWNERS and CONTRACTOR
- 2.7.8.1 CONSULTANT will, if requested by OWNERS, render written decision on all claims of OWNERS and CONTRACTOR relating to

the acceptability of CONTRACTOR'S work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to OWNERS or CONTRACTOR and shall not be liable in connection with any decision.

2.7.9 Applications for Payment

- 2.7.9.1 Based on its observations and on review of applications for payment and supporting documentation, CONSULTANT will recommend amounts that CONTRACTOR be paid. Recommendations will be based on CONSULTANT'S knowledge, information and belief, and will state whether in CONSULTANT'S opinion CONTRACTOR'S work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check CONTRACTOR'S work have been exhaustive, extended to every aspect of CONTRACTOR'S work, or involved detailed inspections.

2.7.10 Substantial Completion

- 2.7.10.1 When requested by CONTRACTOR and OWNERS, CONSULTANT will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

2.7.11 Final Walkthrough and preparation of punch list

2.7.12 Final Notice of Acceptability of the work

- 2.7.12.1 CONSULTANT will conduct a final site visit to evaluate whether the completed Work of CONTRACTOR is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend final payment to CONTRACTOR.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
Kimley Horn
FOR
Events Park Infrastructure
PROJECT 2417210**

ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 TOPOGRAPHIC SURVEY and SUE DATA: The CONSULTANT shall submit in-full survey and SUE data in a format compatible with AutoCAD. It can be submitted via email, data download, or memory stick.
- 2.0 ARTERIAL ROADWAY IMPROVEMENTS:
- 2.1 Submit Conceptual 30% Plans in PDF format and up to three (3) copies of 11"x17" half- size plans to the OWNER. Conceptual 30% Plans will include the following plan sheets:
- Cover Sheet
 - Sheet Index
 - Right-of-Way Map & Data (Existing and Proposed Right-of-Way)
 - General Notes
 - Typical Sections
 - Project Control
 - Roadway Plan and Profile at 1" = 20' horizontal and 1" = 2' vertical scale
 - Illumination pole placements, if applicable
 - Traffic signal pole placements, if applicable
 - Pavement Marking and Signing
 - Roadway Cross Sections
 - Construction Sequencing Plans
 - Proposed Drainage Area Map
- 2.2 Submit 90% Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER. 90% Design Plans will include the additional plan sheets:
- Pay Quantities and Pay Item Notes
 - Summary Tables
 - Intersection Detail plans
 - Traffic Signal Plans (for E 101st Street Improvements only)
 - Illumination plans for the trail
 - Ditch plan and profile, if needed
 - Storm Drainage plan and profile, if needed
 - Traffic Control plans
 - Construction Phasing
 - Erosion Control sheets
 - Traffic Signal plans

Submit Final Design Plans in PDF format and up to three (3) copies of 11"x17" half-size

plans.

3.0 ON-SITE ROADWAY IMPROVEMENTS:

- 3.1 Submit Conceptual 30% Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER. Conceptual 30% Plans will include the following plan sheets:
- Cover Sheet
 - Sheet Index
 - General Notes
 - Typical Sections
 - Project Control
 - Roadway Plan and Profile at 1" = 20' horizontal and 1" = 2' vertical scale
 - Illumination pole placements, if applicable
 - Pavement Marking and Signing
 - Roadway Cross Sections
 - Construction Sequencing Plans
 - Proposed Drainage Area Map
- 3.2 Submit 90% Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER. 90% Design Plans will include the additional plan sheets:
- Pay Quantities and Pay Item Notes
 - Summary Tables
 - Storm Drainage plan and profile, if needed
 - Erosion Control sheets
 - Traffic Signal plans
- 3.3 Submit Final Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans.

4.0 LIGHTING:

- 4.1 Submit Conceptual 30% Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER. Conceptual 30% Plans will include the following plan sheets:
- Cover Sheet
 - Sheet Index
 - General Notes
 - Typical Sections
 - Project Control
- 4.2 Submit 90% Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER. 90% Design Plans will include the additional plan sheets:
- Pay Quantities and Pay Item Notes
 - Summary Tables
 - Sanitary Sewer Extension plan and profile, if needed
 - Erosion Control sheets
- 4.3 Submit Final Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans.

**ATTACHMENT C
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Kimley Horn
FOR
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PROJECT 2417210**

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 Topographic Survey – 101st Street 5-Lane Widening: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,450 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Topographic Survey – Turnpike Ramp Widening: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,750 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Arterial Roadway Improvements - E 101st Street 5-Lane Improvements: The OWNER shall pay the CONSULTANT a lump sum amount of \$142,500 for the completion of the Arterial Roadway Improvements. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 On-Site Roadway Improvements – Turnpike Ramp Widening: The OWNER shall pay the CONSULTANT a lump sum amount of \$30,000 for the completion of the On-Site Roadway Improvements. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Lighting – Receptacle Enhancements for Light Poles: The OWNER shall pay the CONSULTANT a lump sum amount of \$45,000 for the completion of the construction document. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.6 Bidding and Construction Phase Services: The OWNER shall pay the CONSULTANT hourly not to exceed \$40,000 for the Bidding and Construction Phase Services in accordance with rates on Appendix 2. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.7 Reduce Design Fee for Level A Subsurface Utility Engineering (SUE) data (Original AE Agreement, Attachment C, Item 1.2) by \$10,450
- 1.8 Reduce Fee for Project Management (Original AE Agreement, Attachment C, Item 1.5) by \$2,660
- 1.9 Reduce Fee for Dozer Services (Amendment 2, Attachment C, Item 1.6) by \$8,400

- 1.10 Reduce Design Fee for Gary Street Improvements (Amendment 2, Attachment C, Item 1.9) by \$38,300.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 2 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2024 for architectural / engineering services.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

- 2.0 The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D
TO
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PROJECT SCHEDULE

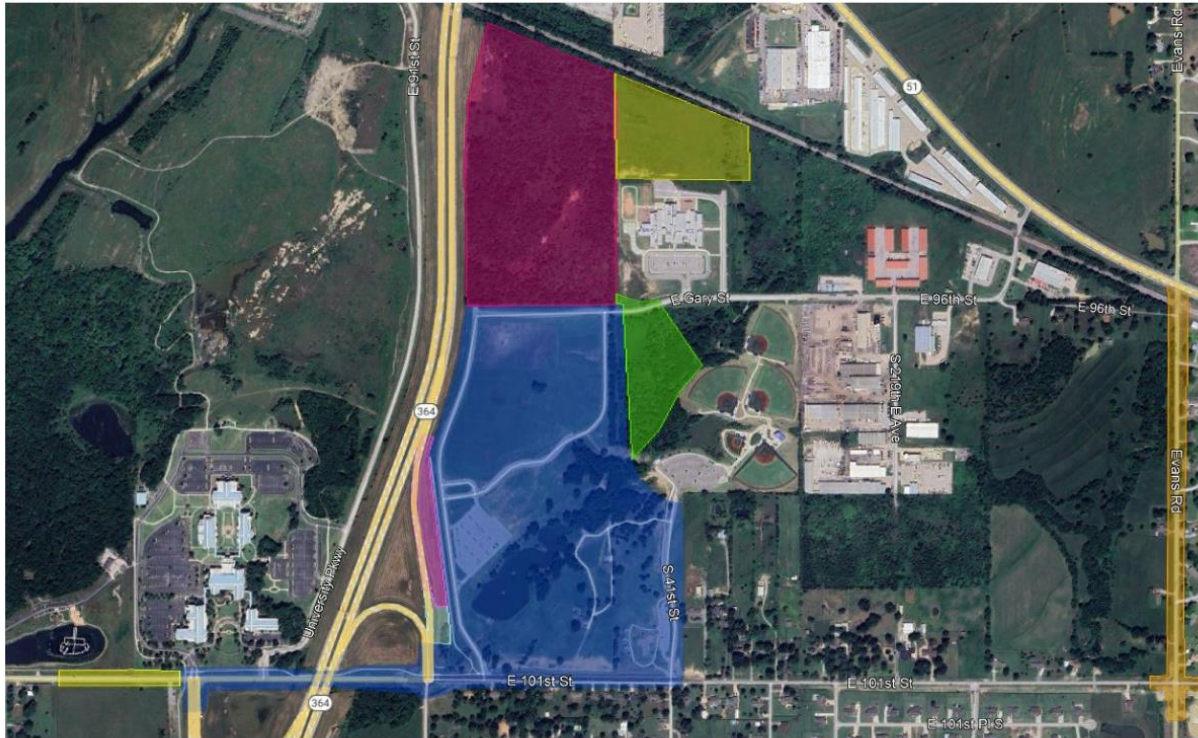
It is anticipated 101st Street and Turnpike Ramp Widening improvements will be completed by June 2024 and the receptacle enhancement will be completed by May 2024.

It is anticipated that an NTP will be provided by the mid-April 2024.

If NTP is delayed, the design schedule will be extended as mutually agreed upon between the OWNER andCONSULTANT.

**APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
Kimley Horn
FOR
Events Park Infrastructure
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Subject Study Area



**APPENDIX 2
TO
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Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$160 - \$245
Professional	\$230 - \$295
Senior Professional I	\$255 - \$350
Senior Technical Support	\$155 - \$280
Support Staff	\$110 - \$145
Technical Support	\$125 - \$150

Effective through June 30, 2024

Subject to adjustment thereafter