

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE & ASSOCIATES, INC.**

**PROJECT NAME: W. NEW ORLEANS STREET WIDENING
FROM GARNETT RD. TO OLIVE AVE.
PROJECT NO. ST 24200**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and POE & ASSOCIATES, INC., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated October 16, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the (project) New Orleans Street widening from Garnett Road to Olive Avenue.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation and performance of traffic studies.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 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 provide collection of traffic data, evaluations, and provide recommendations related to the potential widening of W. New Orleans Street corridor between Garnett Road and Olive Avenue. See Exhibit A for detailed Scope.

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 October 16, 2024	\$736,510.00
<u>Amendment No. 1</u>	<u>\$ 29,650.00</u>
Revised Total Contract Amount	\$766,160.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 65 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon the 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:

Assistant City Attorney

CONSULTANT:

Poe & Associates, Inc.

By: Jim Hemphill
Jim Hemphill, Vice President

Date: 3/10/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: Katherine R Gaches

Katherine R. Gaches,
Corporate Secretary

Date: 3-10-25

VERIFICATION

State of Oklahoma)

) §

County of Tulsa)

Before me, a Notary Public, on this 10th day of March, 2025, personally appeared Jim Hemphill, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other) of Poe & Associates, 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:

November 18, 2026

Katherine R Gaches

Notary Public

KATHERINE R. GACHES
Notary Public, State of Oklahoma
Commission # 10009802
My Commission Expires 11-18-2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Messer-Bowers Company 6701 N Broadway Suite 201 Oklahoma City, OK 73116	CONTACT NAME: PHONE (A/C, No, Ext): (405) 840-4351 FAX (A/C, No): (405) 842-1009	
	E-MAIL ADDRESS: kstebbins@messerbowers.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Travelers Property Casualty Company of America 25674	
	INSURER B : Travelers Indemnity Co. 25658	
	INSURER C : Travelers Casualty & Surety Company of America 31194	
INSURED Poe & Associates Inc 4606 Garnett Rd Tulsa, OK 74146		
INSURER D : INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

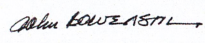
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680 00H770068 24 47	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 7P642421 24 47 G	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 004A030120 24 47	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB 008K158882 24 47	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable Papers			680 00H770068 24 47	8/1/2024	8/1/2025	Limit \$ 1,300,000
C	Professional Liab			105841819	8/1/2024	8/1/2025	Per Claim \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 24-1008-1

Engineering services. General Liability Incl's: Automatic Additional Insd on a primary and non contributory basis, Automatic Waiver of Subrogation and 30dnoc (except 10 for non pay) in favor of the holder. General Liability is subject to a total aggregate limit of \$6,000,000 / Auto Liability Incl's: Automatic Additional Insd, Automatic Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder / Work Comp Incl's: Automatic Waiver of Subrogation, 30dnoc (except 10 for non pay) in favor of the holder, all when req'd by written contract. Professional Liability Aggregate \$5,000,000. Excess Liab is follow form to: General liability, Auto liability and Employer's liability.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER CANCELLATION

City of Broken Arrow 485 N Poplar St Broken Arrow, OK 74012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Messer-Bowers Company		NAMED INSURED Poe & Associates Inc 4606 Garnett Rd Tulsa, OK 74146	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Re: #24-1008-1, BA Proj # ST24200 - New Orleans Street Widening From Garnett Road to Olive Avenue, Amendment #1
30DNOC applies as respects Gen, Auto & Employer's Liab in favor of the cert holder.

W. NEW ORLEANS STREET WIDENING FROM GARNETT ROAD TO TO OLIVE AVENUE
PROJECT NO. ST24200
POE & ASSOCIATES
FEE SCHEDULE - AMENDMENT NO. 1

TASK NO. 1	PROJECT TASK	PROJECT MANAGER	PROJECT ENG/DESIGNER	QA/QC SR. ENGINEER	SR. ENG. TECH				NOTE
	PERSONNEL	Coker	Maddox		Cramer				
	Hourly Rate	\$223.00	\$168.00		\$122.00				
Task 1 - Traffic Study									
1.1	Amendment Preparation	3	0		0				
	Coordination on Traffic Data / Plans/ Lane Alternates	4			3				
	Total Hours	7.00	0.00		3.00				
	Total Cost	\$1,561.00	\$0.00		\$366.00				
	PHASE 1 - Sub total Labor							\$1,927.00	
SUBCONTRACTORS									
1.2	PHASE 1 - Kimley-Horn							\$26,400.00	
	Subcontractor Coordination (5%)							\$1,320.00	
	Subcontractor Total							\$27,720.00	
EXPENSES									
	Mileage							\$0.00	
	Reproduction							\$0.00	
Total Task 1								\$29,647.00	

EXHIBIT A



2/12/2025

Mr. Travis Small, P.E., CFM
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012

Re: Letter Agreement for Professional Services for capacity analysis for W New Orleans Street from S Garnett Road to S Olive Avenue

Dear Mr. Small:

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "Consultant", "KH") submits this Letter Agreement ("Agreement") to the City of Broken Arrow ("Client") for providing Traffic Engineering services to evaluate the W New Orleans Street corridor between S Garnett Road to S Olive Avenue ("Project").

Project Understanding

Kimley-Horn will collect traffic data, evaluate, and provide recommendations related to the potential widening of W New Orleans Street corridor between S Garnett Road to S Olive Avenue and intersection impacts. The findings of the study will be documented in a report.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Data Collection

Field Visit:

Kimley-Horn will perform in-field observations of intersection operations and traffic patterns during a peak period along the project corridor. During these observations, Kimley-Horn will also collect pertinent intersection geometry and control information for developing a Synchro model for further analysis.

Peak Period Turning Movement Counts

Kimley-Horn will identify peak periods in the weekday (Tuesday – Thursday) morning, midday, and evening for which we will collect turning-movement count data at the following 5 project intersections:

- A. W New Orleans Street at S Garnett Road
- B. W New Orleans Street at S Aster Avenue
- C. W New Orleans Street at S Willow Avenue
- D. W New Orleans Street at S Redwood Drive
- E. W New Orleans Street at S Olive Ave

The data will include pedestrian counts for each crossing. The data is anticipated to be collected on a weekday from 6:30am-7:30pm.

Assemble Existing Data

Kimley-Horn will obtain from the Client the current local controller and coordination timing for the signalized project intersection. It is anticipated that this information will be provided in the form of printouts in PDF format. This information will need to include the following, as applicable:

- Local controller timing parameters;
- Minimum and maximum green times;
- Vehicular clearances (e.g. yellow and all-red);
- Pedestrian timing (e.g. walk and flashing-don't-walk);
- Phase sequences;
- Local special functions;
- Coordination timing;
- Cycle lengths, offsets, splits, and phase sequences;
- Time-of-day, day-of-week (TOD/DOW) schedules; and
- System-commanded special functions.

Travel Time Data

Travel time data, derived using the INRIX Roadway Analytics platform, will be conducted to better understand current congestion and travel time. Travel time data should encompass the corridors during each of the AM and PM peak hour time periods as well as off-peak. Results will be summarized in the project report.

Task 2 – Analysis

Committed Developments Trip Generation

A corridor traffic study will be performed utilizing trip generation, trip distribution, and trip assignment analysis for any proposed developments to evaluate build-out of the corridor. This will be based upon information provided by the Client. Trip generation rates will be developed using the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 11th Edition. Trips generated by committed developments will be distributed onto the adjacent roadway.

Corridor and Intersection Analysis

The study intersections will be evaluated using Synchro 12, and will be performed for the following scenarios assuming a 10-year horizon analysis:

- Existing Year 2025 Conditions
- Future Year 2035 "No Build" Conditions (Future traffic without roadway widening)
- Future Year 2035 "Build" Conditions (Future traffic volumes with the roadway widening)

Up to two (2) peak periods will be analyzed for each condition referenced above (weekday AM and weekday PM) for the previously mentioned intersections. Potential geometric and/or traffic operational improvements will be addressed for each of the study intersections. The study will also evaluate the traffic capacity with the widening, without the widening, and hybrid approach.

Task 3 – Reporting

Kimley-Horn will prepare a summary report for the Client. The report will summarize the study methodology, analysis, corresponding results, and any recommended improvements for the W New Orleans Street corridor. Prior to submittal, Kimley-Horn will discuss the findings and recommendations with the Client via conference call / virtual meeting. Kimley-Horn will respond to and address up to one (1) round of joint comments and provide up to five (5) hard copies of the report (if needed) for use along with an electronic PDF version.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Attendance at review meetings, neighborhood meetings, and/or public hearings
- Additional traffic data collection and/or analysis for intersections not scoped above
- Survey/design services
- Other services as requested by the Client

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Record drawings and proposed design concepts/plans
- Available traffic data
- Committed development information
- Existing traffic signal timing sheets

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Data Collection	\$ 9,900	Lump Sum
2	Analysis	\$ 7,800	Lump Sum
3	Reporting	\$ 8,700	Lump Sum
Total		\$ 26,400	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Broken Arrow.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____