

**AMENDMENT NO. 3
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. 3**, made and entered into this _____ day of December 2023, 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. 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 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 |
| <u>Amendment No. 3, lump sum</u> | <u>\$ 71,700</u> |
| Revised Total Contract Amount | \$ 1,724,450 |

3. AMENDED PROJECT SCHEDULE

See Addendum D for the schedule for Amendment No. 3.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 3 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:

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: _____

Douglas Arnold,
Contract Specialist

Date: _____

12/12/2023

(CORPORATE SEAL, IF APPLICABLE)

Attest:

C. Matt Pool

Name: C. Matt Pool
Office: Fort Worth

Date: _____

12/12/23

Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 12th day of December, 2023, 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:

09/16/27

Ryan L. Noble

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 – Sanitary Sewer Extension: the CONSULTANT will perform a topographic and boundary survey within the green area (see Appendix 1 for boundary).
(\$3,800 LS)
- 1.2 Topographic Survey – Turnpike Access Roadway: the CONSULTANT will perform a topographic and boundary survey within the blue area (see Appendix 1 for boundary). (\$2,900 LS)
- 1.3 Turnpike Access Roadway: the CONSULTANT will design and prepare construction documents for a direct access roadway to connect the park entrance road to the northbound turnpike ramp. The roadway will serve only exit flow traffic on the park entrance roadway and will consist of only one lane and appropriately designed for a WB-67 design vehicle. See attached Appendix 1. (\$27,000 LS)
- 1.4 Platting: the CONSULTANT will prepare and submit a Preliminary Plat, Checklist, and Application to the local jurisdiction for review. (\$13,000 LS)
- 1.5 Sanitary Sewer Extension: the CONSULTANT will design and prepare construction documents for a sewer extension to provide service to the event center. The sanitary sewer extension shall connect to the proposed 30-inch sewer main to be constructed in the near future through Events Park. And will include: Design of an 8-inch gravity main generally along the alignment provided in the attached overview of improvements exhibit. Work shall include preparation and submittal of sealed plans and engineering report to ODEQ for permitting. (\$16,000 LS)
- 1.6 Loop Roadway Sidewalk and Lighting: the CONSULTANT will design and prepare construction documents for sidewalk and lighting along the interior perimeter of the park loop roadway on the north, west and east sides and along the north side of Gary Street within the limits of the loop roadway. And will include: Lighting and electrical design for the sidewalk and adjacent loop roadway, where currently unlit, and relocating existing drainage inlets to provide a sidewalk and lighting corridor behind the back of curb. (\$9,000 LS)

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.

2.3 **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 Storm Drainage Analysis and Design

- 2.3.1.3.1 Develop drainage area maps and perform hydrologic calculations to determine peak runoff for design rain events
- 2.3.1.3.2 Perform hydraulics calculations to design proposed culverts, ditches and storm sewer systems
- 2.3.1.3.3 The following are NOT included as a part of the analysis and design:

- Hydrologic/hydraulic calculations for existing RCB under the entry road
- HEC-RAS modeling
- Preparation of any CLOMR/LOMR
- Regulatory submittals

2.3.1.4 Lighting Design

- 2.3.1.4.1 Existing poles and fixtures will be relocated
- 2.3.1.4.2 Existing pole spacing to be matched
- 2.3.1.4.3 New poles and fixtures will match existing poles as best as possible
- 2.3.1.4.4 Electrical wiring design to be included

2.3.1.5 Prepare a conceptual opinion of probable construction cost.

2.3.1.6 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.

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

- 2.4.1 Prepare and submit a Final Plat, Checklist, and Application to the local jurisdiction for review.
- 2.4.2 Attend one meeting with review staff and, if required, one public hearing at which the item is considered for approval.
- 2.4.3 If approved, coordinate filing of the Plat with the County

2.5 SANITARY SEWER EXTENSION: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 2.5.1 Conceptual Design (30%)
 - 2.5.1.1 Project Management and Administration
 - 2.5.1.2 Conceptual Plan Layout and Typical Sections
 - 2.5.1.2.1 Identify significant design constraints.
 - 2.5.1.2.2 Establish and document design criteria.
 - 2.5.1.2.3 Establish project centerline/baseline.
- 2.5.2 Final Design (90% and Final)
 - 2.5.2.1 Project Management and Administration
 - 2.5.2.2 Sanitary Sewer Extension
 - 2.5.2.2.1 Update plan and profile sheets
 - 2.5.2.2.1 Develop manhole and miscellaneous details
 - 2.5.2.3 Compile and prepare a 90% Design opinion of probable construction cost
 - 2.5.3.1 Conduct a 30% Plan review meeting with the OWNER and incorporate 30% Plan review comments
 - 2.5.2.4 Submit 90% Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER
 - 2.5.2.5 Conduct a 90% Plan review meeting with the OWNER and incorporate 90% Plan review comments
 - 2.5.2.6 Develop Final Design Plans and prepare an opinion of probable construction cost
 - 2.5.2.7 Submit Final Design Plans in PDF format and up to three (3) copies of 11"x17" half-size plans.

2.6 LOOP ROADWAY SIDEWALK AND 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 Sidewalk and Lighting Plan Layout

- 2.6.1.2.1 Identify significant design constraints.
- 2.6.1.2.2 Establish and document design criteria.

2.6.2 Final Design (90% and Final)

- 2.6.2.1 Project Management and Administration

2.6.2.2 Sidewalk and Lighting Plans

- 2.6.2.2.1 Update plan and lighting sheets
- 2.6.2.2.1 Relocation plans for drainage structures, as needed

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.

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 GEOTECHNICAL INVESTIGATION: The CONSULTANT shall submit in-full, the findings and recommendations from the geotechnical investigation in letter format.
- 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 PLATTING:
 - 4.1 Submit Final Plat, Checklist, and Application to the local jurisdiction for review
 - 4.2 Coordinate filing of the plat with the county

5.0 SANITARY SEWER EXTENSION:

5.1 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
- Plan and Profile Sheets

5.2 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
- Manhole Details, if needed
- Erosion Control sheets

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

6.0 LOOP ROADWAY SIDEWALK AND LIGHTING:

6.1 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
- Sidewalk and Lighting Plan Sheets

6.2 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
- Drainage Structure Relocation Plans, if needed

ATTACHMENT C
TO
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BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY HORN
FOR
EVENTS PARK INFRASTRUCTURE
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 – Sanitary Sewer Extension: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,800 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 Access Roadway: The OWNER shall pay the CONSULTANT a lump sum amount of \$2,900 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Turnpike Access Roadway: The OWNER shall pay the CONSULTANT a lump sum amount of \$27,000 for the completion of the On-Site Roadway Design. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Platting: The OWNER shall pay the CONSULTANT a lump sum amount of \$13,000 for the completion of the Platting. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Sanitary Sewer Extension: The OWNER shall pay the CONSULTANT a lump sum amount of \$16,000 for the completion of the construction document. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Loop Roadway Sidewalk and Lighting: The OWNER shall pay the CONSULTANT a lump sum amount of \$9,000 for the completion of the construction document. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

Not applicable

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

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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BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY HORN
FOR
EVENTS PARK INFRASTRUCTURE
PROJECT 2417210

PROJECT SCHEDULE

It is anticipated Infrastructure improvements within Event Park, the North Tract, and Gary Street Improvements will be completed by February or March 2024.

It is anticipated that the arterial roadway improvements and the emergency water interconnection will be completed by mid-Spring 2024.

It is anticipated that an NTP will be provided by the end of October 2023.

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

APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
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Subject Study Area

