

Amendment No. 1
AGREEMENT SUMMARY

CITY OF BROKEN ARROW
BROKEN ARROW INDUSTRIAL COLLECTOR STREET
ROADWAY AND WATERLINE DESIGN
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NUMBER ED1701

1.0 Professional Consulting Firm:

1.1 Name: Olsson Associates

1.2 Telephone No.: 918-376-4294

1.3 Address: 1717 South Boulder Avenue, Suite 600, Tulsa, OK 74119

2.0 Project Name/Location: Industrial Minor Collector Street and Waterline Design
Industrial access in the vicinity of 9th Street between
Houston Street and Washington Street in Broken Arrow

3.0 Statement of Purpose: Provide preliminary engineering and the preparation of
construction plans for the construction of approximately 2,700 linear feet of an Industrial
Minor Collector Street in the vicinity of 9th Street between Houston Street and Washington
Streets in the City of Broken Arrow, including the extension of a 12-inch water main along
the new street. See attached Amendment No. 1 to the agreement.

4.0 Agreement Summary:

4.1 Original Agreement Amount: \$ 27,000.00

4.2 Amended Amount: \$ 165,000.00

4.3 Total Agreement Amount: \$ 192,000.00

4.4 Agreement Time: 210 calendar days

4.5 Estimated Construction Cost: \$2,400,000.00

5.0 Contract Documents and Priority: The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting Firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 Duly authorized Amendment to the AGREEMENT;
- 5.2 AGREEMENT with corresponding Attachments;
- 5.3 Specific project written correspondence mutually recognized; and
- 5.4 Specific project verbal instructions mutually recognized.

6.0 Agreement Approved by the Owner on: _____

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
OLSSON ASSOCIATES
FOR
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN

PROJECT NO. ED1701**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of August 2017, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Olsson Associates, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated February 21, 2017, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires ENGINEER to prepare construction documents for bidding purposes for the construction of approximately 2,700 linear feet of Industrial Minor Collector Street in the City of Broken Arrow at a location to be determined, including the extension of a 12-inch water main along the new street (PROJECT) in which OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CITY and ENGINEER propose to amend said Agreement to expand the project scope, design schedule and compensation to include the preparation of preliminary, final and construction plans and contract documents for the construction of the Industrial Minor Collector Street and the extension of the 12" waterline; and

WHEREAS, the 2017 Agreement and First Amendment 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 complete the Preliminary and Final Design phases as stated in the original agreement. Basic scope of the services includes:

- a. The Geotechnical Investigation and Report Phase will be completed with the

schedule revisions as stated in Exhibit 1.

- b. Prepare the Preliminary Design Phase plans as outlined in Section 2.4 of the Scope of Services in the original agreement.
- c. Prepare the Final Design Phase plans as outline in Section 2.4 of the Scope of Service in the original agreement including construction specifications and documents to bid the project.

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. The Preliminary Phase Payment will be for a lump sum amount of \$75,000.00. The Final Phase Payment will be for a lump sum amount of \$90,000.00. The change in contract amount is:

Original Contract Amount executed February 21, 2017	\$ 27,000.00
Amendment No. 1	\$ 165,000.00
Revised Total Contract Amount	\$ 192,000.00

3. AMENDED PROJECT SCHEDULE

A new project schedule for the Geotechnical Investigation and Report Phase, the Preliminary Design Phase and the Final Design Phase as described in the attached Exhibit 1 is hereby incorporated by reference as part of this Agreement.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2017 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

Approved as to form:

By _____

Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Olsson Associates

By Ryan D. Beckman

Print Name: Ryan D. Beckman

Title: President

Date 7-24-17

Attest:

Jeffrey S. Jenkins

Corporate Secretary (Seal)

Date 7-24-17

VERIFICATIONS (If not a corporation)

State of Nebraska)

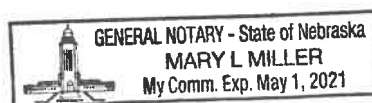
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County of Lancaster)

Before me, a Notary Public, on this 24 day of July, 2017, personally appeared Ryan Beckman, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) President of Olsson Associates, 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:

5-1-21



Mary L Miller