

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
WASHINGTON STREET AND 23RD STREET INTERSECTION  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. ST24220**

**1.0 Professional Consulting Firm:**

1.1 Name: Benham Design, LLC  
1.2 Telephone No.: 918.492.1600  
1.3 Address: 15 West 6th Street, Suite 900  
Tulsa, OK 74119

**2.0 Project Name/Location:** Washington St. and 23rd St. intersection improvements, Broken Arrow, OK

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Washington St. & 23<sup>rd</sup> St. intersection improvements, Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

**4.0 Agreement Summary:**

|     |   |                                   |
|-----|---|-----------------------------------|
| 4.1 | <u>Agreement Amount Totals</u>              |                                   |
|     | Task 1 (Land Survey):                       | <u>\$ 31,290.00</u> (LSUM)        |
|     | Task 2 (Conceptual Design):                 | <u>\$ 192,905.00</u> (LSUM)       |
|     | Task 3 (Preliminary Design):                | <u>\$ 239,666.00</u> (LSUM)       |
|     | <b><u>Task 4 (Right-of-Way Design):</u></b> | <b><u>\$ 64,248.00 (NTE)*</u></b> |
|     | Task 5 (Final Design):                      | <u>\$ 266,312.00</u> (LSUM)       |
|     | Task 6 (Bidding Assist. Design):            | <u>\$ 12,174.00</u> (NTE)         |
|     | Task 7.1 (Hydr. Project Close-Out):         | <u>\$ 20,202.00</u> (NTE)         |
|     | Task 7.2 (Project Close-Out):               | <u>\$ 13,310.00</u> (LSUM)        |

**TOTAL AGREEMENT AMOUNT    \$ 840,107.00\***

**\* Amendment 1 changes**

4.2 Agreement Time: 520 calendar days (approximately)  
4.3 Estimated Construction Cost: TBD

**5.0 Agreement Approved by the Owner on:** March 18<sup>th</sup>, 2025

**AMENDMENT NO. 1  
TO  
CITY OF BROKEN ARROW  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
DATED - MARCH 19<sup>TH</sup>, 2025  
WASHINGTON STREET AND 23RD STREET INTERSECTION  
PROJECT NUMBER ST24220**

**1. Professional Service Provider:**

- a. Name: Benham Design, LLC
- b. Telephone No.: 918.492.1600
- c. Address: 15 West 6<sup>th</sup> Street, Suite 900, Tulsa, OK 74119

**2. Amendment(s):**

The contract identified above (“Original Agreement”) is amended as follows:

Section 1.4 of Attachment C (titled “Compensation And Additional Services”, page 17 of original agreement), is amended to read as follows:

Task 4. Right-of-Way Design Phase: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$64,248** for the completion of the Right-of-Way Phase. \$45,348 is LUMP SUM and includes labor and direct project expenses to set proposed Right-of-Way. \$18,900 is a Not to Exceed amount and is based upon an assumed 40 parcels priced at \$78.75 per parcel for Right-of-Way Document Review and \$236.25 per parcel for Property Reports, and \$157.50 per parcel for Property Staking. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

The above amended language revises the total agreement price from \$838,107.00, which was originally approved by OWNER’s governing body on March 18, 2025, to the new total of **\$840,107.00**.

**3. Entirety of Agreement:** Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

**4. Effective Date:** This Amendment No. 1 is effective upon signature of both parties.

[REMAINDER OF PAGE BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Benham Design, LLC:

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

By: Adam West

Title: Adam B. West, PE, Sr. Vice  
President  
Official's Full Name, Office

Date: 4/17/2025

Attest: \_\_\_\_\_  
By: Nancy Rhoads  
Signature or Corporate Seal

Title: \_\_\_\_\_  
Nancy Rhoads, Assistant Secretary  
Date: 4/17/2025

Approved as to form:

D. Graham Parker  
Assistant City Attorney

### VERIFICATIONS

State of Oklahoma )  
County of oklahoma ) §  
County of \_\_\_\_\_ )

Before me, a Notary Public, on this 17th day of April, 2025,  
personally appeared Adam B West, known to me to be the  
(President, Vice-President, Corporate Officer, Member, Partner or Other: **Senior Vice President**  
(Please circle or specify)) of Benham Design, LLC to be the identical person who executed the  
within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her  
free and voluntary act and deed for the uses and purposes therein set forth.



Lynnisa Dunn  
Notary Public

My Commission Expires: 05/13/28