

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BENHAM DESIGN, LLC**

**PROJECT NAME: 23rd STREET WIDENING FROM ALBANY ST. TO OMAHA ST.
AND BRIDGE REPLACEMENT
PROJECT NO. ST1931 & ST1932**

THIS **AMENDMENT NO. 2**, made and entered into this _____ day of _____ 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Benham Design, LLC, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated June 3rd, 2019 "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 widening of 23rd Street from Albany Street to Omaha Street to a five-lane roadway with curb and gutter, sidewalk/trail, an enclosed storm sewer system, as design of water and sewer line relocations/upgrades as required.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include updates to ODOT standards and specification of the plans, estimate, special provisions, and application for 404 permit.

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 provide engineering and productions tasks necessary for the development and completion of the Final Plans, Specifications and Estimates (PS&E) reformatted for submission to the Oklahoma Department of Transportation (ODOT) ProjectWise system and the ODOT bidding process,

necessitated by adding Surface Transportation Program (STP) funds to the project funding sources (See Attachment A).

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 June 20, 2016	\$	605,578.00
Amendment No. 1 executed September 15, 2020	\$	34,354.00
<u>Amendment No. 2</u>	<u>\$</u>	<u>154,150.00</u>

Revised Total Contract Amount	\$	794,082.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is One Hundred Eighty (180) days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 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: _____

CONSULTANT:

Benham Design, LLC

By: Adam West
Adam B. West,
Senior Vice President

Date: 8/14/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: Nancy Rhoads
Nancy A. Rhoads,
Assistant Secretary

Date: 8/15/2024

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 8/20/2024 day of August, 2024, personally appeared Adam West, known to be to be the Senior Vice-President of Benham Design, LLC, 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:

03-04-2028

Jerry L. Garcia

Notary Public

**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BENHAM DESIGN, LLC
FOR
23RD ST. WIDENING FROM ALBANY ST. TO OMAHA ST. AND BRIDGE
REPLACEMENT, PROJECT NO. ST1931 & ST1932**

SCOPE OF SERVICES

The following scope of services shall be made a part of Amendment No. 2 dated the _____ day of _____, 2024.

1.0 AMENDMENT PROJECT UNDERSTANDING

CONSULTANT understands the project requires updates and revisions to meet the bidding process requirements of the Oklahoma Department of Transportation (ODOT).

2.0 AMENDMENT SCOPE

2.1 CONSULTANT shall update the Final Plans to ODOT 2019 Standard Specifications, Standard Pay Items, Pay Item Notes and General Construction Notes, and standard drawing format for submittal to ODOT via ProjectWise. CONSULTANT updates to ODOT standards and specifications include:

2.1.1 Plans

- List of Standards
- Summaries
- Pay Items & Notes
- Standard references on plan sheets
- Specification references on plan sheets
- Inclusion of City of Broken Arrow Standards as detail sheets
- Plans Notes
- Storm Water Management Plan
- Estimate
- Quality Review
- Revise Special Provisions, EOI, NOI, OE Submittal letter
- Revise 404 Application permit

2.1.2 ProjectWise

- Renumber plan sheets with ProjectWise sheet numbering convention

- Create individual PDF sheets (using ProjectWise naming convention)
- 2.2 CONSULTANT shall update Survey plan sheets as follows:
- 2.2.1 Existing right-of-way will be updated for parcels newly acquired by the City of Broken Arrow.
- 2.2.2 Survey will be updated for newly constructed areas at the north end of the intersection of Albany St. & 23rd St.
- 2.2.3 New utility locations will be located along the project corridor.
- 2.3 CONSULTANT shall update relocation plans for conflicts with Rural Water District 4 infrastructure. Locations of conflicts are as follows:
- 2.3.1 Relocation of existing 4" waterline and associated water meters south of relocations by others associated with Intersection Improvements to 23rd St. & Omaha St.
- 2.3.2 Relocations of existing 12" waterline along the east side of 23rd St. at crossing conflicts with proposed storm sewer design.
- 2.4 CONSULTANT shall update plans to include Right of Way acquisition considerations and private utility relocation considerations identified after the May 2021 Final Plans submittal. Considerations to be included are as follows, but not limited to:
- 2.4.1 Construction of proposed sidewalk fronting the Redbud Ranch property.
- 2.4.2 Right of Way agreements of items to be included acquisition process will no longer be included in construction plans.
- 2.5 CONSULTANT shall update environmental general notes, as directed by ODOT.