

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

**TIGER HILL SOLDIER PILE RETAINING WALL  
PROJECT NO. 171703**

THIS **AMENDMENT NO. 1**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, 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, Inc., hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated July 18, 2017, for services as set forth in said Agreement; and

**WHEREAS**, said Agreement requires CONSULTANT to prepare detailed construction documents for a new Tiger Hill Soldier Pile Retaining Wall.

**WHEREAS**, CITY and CONSULTANT propose to amend said Agreement to revise final plans to include changes from peer review document and City direction to reduce the overall site excavation from the original seven (7) feet to three (3) to four (4) feet.

**WHEREAS**, the July 18, 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**, CONSULTANT 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 CONSULTANT to include updated plans and specifications to meet the peer review comments and the overall depth change to be more in line with a depth of three (3) to four (4) feet instead of the maximum of seven (7) feet. All original scope items remain in effect

**2. CHANGE IN CONTRACT AMOUNT**

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms as a change in the contract amount. The Amendment compensation shall be invoiced on a lump sum basis.

Original Contract Amount executed July 18, 2017	\$24,000.00
Amendment No. 1 (hourly not to exceed)	<u>\$17,200.00</u>
Revised Total Contract Amount	\$41,200.00

**3. AMENDED PROJECT SCHEDULE**

Not applicable.

**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 July 18, 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 *Leslie Myers*  
Assistant City Attorney

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

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

**CONSULTANT:**

Olsson Associates, Inc.

By *Ryan Beckman*

Print Name:  
*Ryan Beckman*

Title:  
*President*

Date *6/25/18*

**VERIFICATIONS** (If not a corporation)

