

**AMENDMENT NO.1 TO AGREEMENT BETWEEN  
THE CITY OF BROKEN ARROW AND HALFF  
ASSOCIATES, INC.  
BROKEN ARROW COMPREHENSIVE PLAN (Vision  
40) PROFESSIONAL CONSULTANT CONTRACT  
PROJECT NUMBER 161404**

**1. Planning Consulting Firm:**

- a. Name: HALFF ASSOCIATES, INC.
- b. Telephone No.: 405-546-3820
- c. Address: 2000 North Classen Blvd, Suite S120 Oklahoma City, OK 73106
- d. Project Manager: Jim Carrillo, FAICP, ASLA

**2. Project Title and Location: Broken Arrow Comprehensive Plan Update (Vision 40) and Parks & Recreation Master Plan Update**

- 3. Contract for:** Professional services to conduct the update of the City of Broken Arrow Comprehensive Plan and the Parks & Recreation Master Plan.

**4. Contract Data:**

- a. Contract Amendment No. 1 Amount: Not To Exceed (As Listed in Exhibit E, Fee Schedule)
- b. Liquidated Damages: N/A
- c. The total time allowed for contract completion: As listed in Exhibit F

- 5.** The City of Broken Arrow (“City”), represented by the City Manager, and the Consultant, identified in paragraph 1, agree to perform this contract in strict accordance with the clauses, provisions, and the documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized amendments to this Contract
- c. Scope of Services attached to this Contract
- d. Schedule set out in this Contract

- 6. Amendment to and addition to the Contract approved by the City Council on: March 20, 2017.**

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This Amendment No.1, made and entered into this 20<sup>th</sup> day of March 2018, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “CITY”, and HALFF ASSOCIATES, LLC, hereinafter referred to as “Consultant”.

**WITNESSETH:**

**Whereas**, the City and Consultant entered into an Agreement dated October 3, 2017 for services as set forth in said Agreement, and

**Whereas**, said Agreement requires Consultant to provide Planning, Design, Engineering and Architectural Consulting services towards preparing a new Comprehensive Plan; and

**Whereas**, City and Consultant propose to amend said Agreement to extend the scope of services; and

**Whereas**, the October 3, 2017 Agreement and this First Amendment shall hereinafter collectively be referred to as the Agreement; and

**Whereas**, funding is now available for the said additional services; and

**Now therefore**, in consideration for the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. Project Scope: This Amendment requires Consultant to provide services in accordance with Exhibit D.
2. Change in Contract Amount: As compensation for the additional Work, City shall pay Consultant in accordance with Exhibit E as a change in the contract amount.

Original Agreement Amount executed October 3, 2017	\$332,585.00
Amendment No. 1 (not to exceed)	\$ 64,850.00
Revised Total Contract Amount	\$397,435.00

3. Amended Project Schedule: This amendment require Consultant to provide services in accordance with Exhibit F.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

**City of Broken Arrow, Oklahoma**  
A Municipal Corporation

\_\_\_\_\_  
Assistant City Attorney

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

Attest:

Date \_\_\_\_\_

\_\_\_\_\_  
City Clerk [Seal]

**Half Associates, Inc.**

By: \_\_\_\_\_  
Jim Carrillo, FAICP, ASLA  
Vice President

Attest:

\_\_\_\_\_  
Corporate Secretary (Seal)  
Date: \_\_\_\_\_

**VERIFICATIONS**

State of Oklahoma     )  
  )  
County of Oklahoma    )

Before me, a Notary Public, on this \_\_\_\_\_ day of March 2018, personally appeared \_\_\_\_\_, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (Please circle or specify) of Halff Associates, Inc. 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:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **Exhibit D, Scope of Services**

## **Exhibit E, Fee Schedule**

## **Exhibit F, Project Schedule**