

**AMENDMENT NO. 1 TO
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
EVENTS PARK INFRASTRUCTURE
PROJECT NUMBER: 23XXXX**

1. Professional Service Provider:

- a. Name: Kimley-Horn and Associates, Inc.
- b. Telephone No.: 918.209.3191
- c. Address: 1437 S. Boulder Ave., Suite 930, Tulsa, OK 74119

2. Amendment(s):

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

Paragraph 3, titled Contract for, is amended to read as follows:

Providing professional design services associated with public works projects for the City of Broken Arrow. Professional services to include providing conceptual design and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A and Attachment A.1 of Amendment 1 hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

Paragraph 4, titled Compensation, is amended to read as follows:

Professional Service Provider shall be compensated in a lump sum of Two Thousand and No/100 (\$2,000.00) for the Project Kick-Off Meeting.

Professional Service Provider shall be compensated in a lump sum of Nine Thousand Five Hundred and No/100 (\$9,500.00) for the Concept Site Plan and Due Diligence.

Professional Service Provider shall be compensated in a lump sum of Nine Thousand Five Hundred and No/100 (\$9,500.00) for the Roadway/Traffic.

Professional Service Provider shall be compensated in a lump sum of Three Thousand Five Hundred and No/100 (\$3,500.00) for the Opinion of Probable Construction Cost.

Professional Service Provider shall be compensated in a lump sum of Five Thousand and No/100 (\$5,000.00) for the Revised Concept Site Plan.

Professional Service Provider shall be compensated in a lump sum of Five Thousand and No/100 (\$5,000.00) for the Roadway/Traffic Plan.

Professional Service Provider shall be compensated in a lump sum of Two Thousand Five Hundred and No/100 (\$2,500.00) for the Water and Sewer Review.

Professional Service Provider shall be compensated in a lump sum of Two Thousand Five Hundred and No/100 (\$2,500.00) for the Opinion of Probable Construction Cost (OPCC).

The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies

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 #1 is effective upon signature of both parties.

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

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
(Entity's Full Legal Name)

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

By: Pub A
Signature

Date: September 19, 2023

Title: DOUGLAS ANJOLD, CONTRACT SPECIALIST
Official's Full Name, Office

Attest: Curtis Green
City Clerk [Seal]

Date: 09/07/2023

Date: 9/20/2023

Attest: C Matt Pool
By: C Matt Pool
Signature or Corporate Seal

Title: C. Matt Pool, Assistant Secretary
Official's Full Name, Office

Date: 9/8/23

Approved as to form:

Graham Parker
Assistant City Attorney

**AMENDMENT NO. 1
TO
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
EVENTS PARK INFRASTRUCTURE
PROJECT NUMBER: 2417210**

ATTACHMENT A.1

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing the Conceptual Design and Related Support Services associated with the development of a parking lot and site access expiation at Events Park. The new parking lots should accommodate approximately 1,860 additional parking stalls. Additionally, the six-lane entry/exit drive will be modified to utilize temporary traffic control devices as much as possible to reduce the project cost. The subject site is approximately 60 acres. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 Revise Concept Site Plan: The Professional Service Provider shall provide one AutoCAD preliminary site plan concept for an additional lot of approximately 650 stalls, located southeast of the existing pond in Events park and west of S. 41st Street. The AutoCAD will depict existing streets rights-of-way or easements, property lines, floodplain boundaries, and USACE jurisdictional water information. The conceptual design will be completed without survey, but instead using a georeferenced aerial imagery for the conceptual site plan background. There will be one (1) round of reasonable revisions to the conceptual site plan based on review comments. If additional revisions or plans are requested, these will be prepared at the agreed upon current hourly rates or under a separate agreement. The Professional Service Provider will include costs for a pedestrian bridge to be located upstream of the pond in the park to provide direct pedestrian access from the new parking lot. The Professional Service Provider will also coordinate with the City on the programmatic requirements for the project. Based on these requirements for the site development, they will perform research and prepare a summary of certain readily available public information related to the subject site. They will perform research to the extent practical given the scope, budget, and schedule in this agreement. The summary contents will be based on

information provided to us by others (City staff, Utility Company Representatives, etc.) and therefore is only as accurate and complete as the information provided to the service provider. The research will be summarized via bullet points in an e-mail. The City may use this summary as part of their due diligence, but this summary should not be used as the sole basis for the City's decision making.

3.2 Roadway/Traffic: The Professional Service Provider will revise the preliminary E 101st St roadway improvements concept plan to reduce roadway widening from Events Park drive to the east to reduce construction costs and minimize impact to properties south of E 101st St. They will prepare an entry and exit traffic plan to show temporary traffic control lanes and traffic movement. They will also prepare a rehabilitation cost estimate for Gary St from east of the park (east of the softball fields) to SH-51. It is anticipated that City Streets & Stormwater staff will perform construction of the rehabilitation and that City-installed material prices shall be used in the cost estimate.

3.3 Water and Sewer Review: The Professional Service Provider will review existing water and sewer capacity to provide the City-supplied requirements for the venue. It is understood that the minimum fire flow via existing fire hydrants and fire suppression demand for the venue will be met. If existing waterline capacity cannot meet the fire demand, a cost estimate will be provided to extend an appropriately sized waterline from the City water main along 193rd E Ave to the venue. They will review the sewer capacity of the adjacent 27-inch sewer line. The City shall supply the Professional Service Provider with as-builts of the sewer line along with existing master plans or studies/calculations for the design of the sewer line, and any available flow measurements.

3.4 Opinion of Probable Construction Cost (OPCC): The Professional Service Provider shall provide one OPCC based on the concept site plan. Readily available, published "stock" aerial topography, photography, FEMA floodplain maps, record drawings of existing infrastructure, previous land preliminary design, etc. will be utilized as applicable. Detailed design, modeling, calculations, investigations, analysis, etc. are not included in this task. The OPCC will include quantities and pricing for the following items and divisions:

- Clearing, excavation, and grading
- Storm drainage system
- Paving
- Erosion control
- Street signage
- Sidewalks and ADA ramps
- Roadway screening and buffering systems
- Inspection fee
- Misc. fees
- Engineering, construction staking, and permitting fees
- Notes, assumptions, qualifications, and exclusions.

3.5 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.