

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

**PROJECT NAME: RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT NO. 2352120**

THIS **AMENDMENT NO. 1**, 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 Kimley-Horn and Associates, Inc., hereinafter referred to as “ENGINEER”;

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 3rd, 2023 “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 construction of Residential Streets Concrete Panel Replacement in the Vandever East 6th Addition (Project No. ST23060), Turtle Creek Phase 2 (Project No. ST23030), Brentwood (Project No. ST23300), and Meadow Heights (Project No. ST23310) subdivisions in Broken Arrow, OK.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include partial panel replacements, sawcutting integral curb, and additional cost-saving measures to complete concrete repairs to the specified locations.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 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:

(REMAINDER OF PAGE INTENTIONALLY BLANK)

1. PROJECT SCOPE.

This Amendment requires ENGINEER to include partial panel replacements, sawcutting integral curb, and additional cost-saving measures to complete concrete repairs to the specified locations.

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 May 3, 2023	\$83,000
<u>Amendment No. 1</u>	<u>\$40,900</u>

Revised Total Contract Amount	\$123,900
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3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 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.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

City of Broken Arrow, Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: Scott R. Arnold
Scott Arnold, Vice President

Date: May 13, 2023

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Anna Marie Cruz
Notary Public

Date: 5/13/2024

Approved as to form:

Assistant City Attorney



VERIFICATION

State of Texas)
) §
County of Tarrant)

Before me, a Notary Public, on this 13th day of May, 2024, personally appeared Scott R. Arnold, known to be to be the Vice-President of Kimley-Horn and Associates, Inc., 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:

08/25/2027

Notary Public

