

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

**PROJECT NAME: SOUTHWEST BROKEN ARROW PARK  
PROJECT NO. 196031**

THIS **AMENDMENT NO. 1**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “CITY”, and OLSSON, INC., hereinafter referred to as “ENGINEER”;

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated AUGUST 6<sup>TH</sup>, 2019 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to revise the current Master Plan to include the new property boundary. Attend a public meeting, compile comments, submit a finalized Master Plan based on comments from the owner, and submit a construction cost estimate.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include Pre-Development Meeting and Due Diligence, Project Kick-off Meeting with Master Plan Revision Workshop, concept master plan presentations to Advisory Committee, revised Final Masterplan with Summary Document, and a Phasing and Priorities Plan.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through 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:

**1. PROJECT SCOPE.**

This Amendment requires ENGINEER to attend a Pre-Development Meeting and perform revise the current Master Plan to include the new property boundary, hold a Project Kick-off Meeting and Master Plan Revision Workshop, attend two (2) meetings with concept master plan presentations to Advisory Committee, attend a public open house, and compile comments and submit a finalized Master Plan with Summary Document, a Phasing and Priorities Plan, and a Construction Cost Estimate.

**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 August 6th, 2019	\$	12,250.00
Amendment No. 1	\$	38,345.00
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Revised Total Contract Amount	\$	50,595.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. #1 is 270 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. #1 is effective upon signature of both parties.

**5. ELECTRONIC SIGNATURES**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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: \_\_\_\_\_

**CONSULTANT:**

Olsson, Inc.

By: \_\_\_\_\_

Ryan D. Beckman  
Ryan D. Beckman, President

Date: \_\_\_\_\_

04/23/2020



Attest: \_\_\_\_\_

City Clerk [Seal]

Attest: \_\_\_\_\_

Jeffrey S. Jenkins  
Jeffrey S. Jenkins, CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

04/23/2020

Approved as to form:

Tammy Ewing

Assistant City Attorney

**VERIFICATION**

State of Nebraska )  
 ) §  
County of Lancaster )

Before me, a Notary Public, on this 23<sup>rd</sup> day of April, 2020, personally appeared Ryan D. Beckman, known to be to be the (President), Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_ of Olsson, 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:

July 12, 2022

Stacy J. Kettler  
Notary Public



**ATTACHMENT A-1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
OLSSON, INC (CONSULTANT)  
FOR  
SOUTHWEST BROKEN ARROW PARK  
PROJECT NO. 196031**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the 6<sup>th</sup> day of August, 2019.

**1.0 PROJECT UNDERSTANDING**

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare a Master Plan document for a new park in the southwest part of Broken Arrow located north of Aspen Creek Elementary School (2700 W Florence St.) on Florence St. in between S Olive Avenue and S Aspen Avenue, Broken Arrow, OK. The Master Plan document will be a revision of the current plan to include the new property boundary based on the legal description for Tract A and Tract B as performed by Sisemore Weisz & Associates. The revision will also include expanding the areas of the items on the south side of the existing master Plan. The areas around the existing ponds will remain the same.

1.2 CONSULTANT understands that the OWNER has retained their professional services in Amendment #1 to include Survey, Pre-Development Meeting, Project Kick-off Meeting with Master Plan Revision Workshop and Master Plan Review, concept master plan presentations to Advisory Committee, revised Final Masterplan with Summary Document, and a Phasing and Priorities Plan.

CONSULTANT also understands the OWNER will assemble a Citizen's Advisory Committee to provide input for the revised Master Plan for the purpose to present the plan at a public open house.

1.3 The CONSULTANT is required to have two (2) representatives at the Pre-Development meeting.

1.4 The CONSULTANT is required to have two (2) representatives at the Project Kick-Off meeting/ Revisions Workshop.

1.5 The CONSULTANT is required to have two (2) representatives at each of two Citizen's Advisory Meetings.

1.6 The CONSULTANT is required to have two (2) representatives at the Public Open House to describe the contents of the Master Plan.

1.7 The CONSULTANT is required to compile the comments from the public meeting, coordinate with the OWNER about the comments, submit a summary report, and update the Master Plan.

- 1.8 The CONSULTANT is required to develop a phasing and priorities plan and a construction cost estimate of the entire Master Plan including all construction cost, including but not limited to grading, paving, utilities, structures, landscaping, park components broken down by per item, i.e. parking lots, splash pads, etc.
- 1.9 The CONSULTANT is required to keep the OWNER apprised of the PROJECT cost and advise the OWNER of necessary Cost reduction measures, if required, during the course of the PROJECT.
- 1.10 Furthermore, the CONSULTANT understands that the OWNER has (\$2,790,000.00) budgeted for this phase of the PROJECT that includes all professional consultant fees and construction cost.

## **2.0 PROJECT SCOPE**

- 2.1 The project consists of a revising the current Master Plan to include the new property boundary. The revision will also include expanding the areas of the items on the south side of the existing Master Plan as well as add additional components, as may fit. The areas around the existing ponds will remain the same.
- 2.2 The OWNER will provide the property boundary based on the legal description for Tract A and Tract B as performed by Sisemore Weisz & Associates signed and dated 03/02/2019.
- 2.3 The CONSULTANT will provide boundary and topographic survey of the project site.
- 2.4 The CONSULTANT will attend and have two (2) representatives at the Pre-Development meeting to discuss infrastructure, transportation, planning and permitting requirements.
- 2.5 The CONSULTANT will attend and have two (2) representatives at the at the Project Kick-Off meeting/Revisions Workshop.
- 2.6 The CONSULTANT will attend and have two (2) representatives at each of two Citizen's Advisory Meetings.
- 2.7 CONSULTANT will prepare three (3) full size exhibits to be displayed at a public meeting.
- 2.8 The CONSULTANT will attend have two (2) representatives at the Public Open House to describe the Master Plan.
- 2.9 The OWNER will plan, host, present, and administer the Public Open House.
- 2.10 The CONSULTANT will compile the public's comments and submit a summary report to the OWNER.
- 2.11 The OWNER will review the comments and coordinate with the CONSULTANT to finalize the Master Plan.
- 2.12 CONSULTANT will finalize the Master Plan based on comments from the OWNER.

- 2.13 CONSULTANT will provide a phasing and priorities plan and a construction cost estimate for the entire Master Plan, including all construction cost including but not limited to grading, paving, utilities, structures, landscaping, park components broken down by per item, i.e. parking lots, splash pads, etc.

### **3.0 SCOPE OF SERVICES**

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
  - 3.1.2 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
  - 3.1.3 Coordinate with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.
- 3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E-1:
- 3.2.1 Revise Current Master Plan to include revised boundary survey provided by City of Broken Arrow.
  - 3.2.2 Submit one (1) full size PDF copy of the topography and boundary survey for review by the OWNER.
  - 3.2.3 Submit one (1) full size PDF copy of the preliminary Master Plan for review by the OWNER.
  - 3.2.4 Attend and have two (2) representatives at the Pre-Development meeting to discuss infrastructure, transportation, planning and permitting requirements.
  - 3.2.5 Attend and have two (2) representatives at the at the Project Kick-Off meeting/Revisions Workshop.
  - 3.2.6 Attend and have two (2) representatives at each of two Citizen's Advisory Meetings.
- 3.3 PUBLIC MEETING: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 Prepare three (3) full size exhibits of the Master Plan from Section 3.2 for display at Public Meeting.
  - 3.3.2 Provide two (2) people to attend public meeting and describe the Master Plan.
  - 3.3.3 Compile comments from the Public Meeting.

3.3.4 Submit the compiled comments in a word document.

3.4 PUBLIC MEETING: Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E-1:

3.4.1 Conduct a wrap-up session with the Client and Advisory Committee to review compiled comments from the public meeting.

3.4.2 Revise Master Plan based on City of Broken Arrow Comments.

3.4.3 Prepare and submit a Phasing and Priorities Plan to be used in future scoping and phasing of the first phase of Construction documents.

3.4.4 Prepare and submit a construction cost estimate by components to the used in future scoping and phasing plans.

3.4.5 Submit one (1) full size PDF copy of the Final Master Plan.

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**ATTACHMENT B-1  
TO  
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CITY OF BROKEN ARROW (OWNER)  
AND  
OLSSON, INC (CONSULTANT)  
FOR  
SOUTHWEST BROKEN ARROW PARK  
PROJECT NO. 196031**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 6<sup>th</sup> day of August, 2019.

- 1.0 TOPOGRAPHIC AND BOUNDARY SURVEY:** The CONSULTANT shall submit in-full, topographic and boundary survey in accordance with City requirements.
- 2.0 PRELIMINARY MASTER PLAN:** The CONSULTANT shall submit in-full, Preliminary Master Plan in accordance with City requirements.
- 3.0 PUBLIC COMMENTS:** The CONSULTANT shall submit in-full, a summary report of the public's comments.
- 4.0 FINAL MASTER PLAN:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the final master plan.
- 5.0 CONSTRUCTION COST ESTIMATE:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, a construction cost estimate.

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**ATTACHMENT C-1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
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PROJECT NO. 196031**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment D-1 and shall be made a part of the AGREEMENT dated the 6<sup>th</sup> day of August, 2019.

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A-1 shall be in accordance with the following payment breakdown:

- 1.1 Master Plan and Construction Cost Estimate: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 38,345.00 for the completion of this Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of Master Plan and Construction Cost estimate in accordance with this agreement. A break-out of fees for this Phase is below:

Survey Services:	\$20,500.00
Pre-Development Meeting:	\$1,100.00
Kick-off Meeting and Revisions Workshop:	\$4,100.00
Advisory Committee Engagement:	\$9,400.00
Pre-Amendment Kick-off:	\$3,245.00
 Project Phase Total:	 \$38,345.00

- 1.2 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

If additional work is required and agreed upon by the OWNER and CONSULTANT the work shall be performed at the hourly rates of the CONSULTANT including all salaries, benefits, overhead and other indirect cost including The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead, and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2019 for architectural / engineering services.

**3.0 REPRODUCTION**

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

#### **4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

#### **5.0 DIRECT COSTS**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

#### **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D-1  
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PROJECT NO. 196031**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 6<sup>st</sup> day of August, 2019.

**1.0 OWNER'S RESPONSIBILITIES**

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

**2.0 SPECIAL CONDITIONS**

- 2.1 None.

**ATTACHMENT E-1  
TO  
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OLSSON, INC (CONSULTANT)  
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SOUTHWEST BROKEN ARROW PARK  
PROJECT NO. 196031**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the 6<sup>th</sup> day of August, 2019.

**1.0 PRELIMINARY DESIGN PHASE:**

- 1.1 Notice to Proceed: TBD
- 1.2 Submit Preliminary Plans: 60 Days after NTP

**2.0 FINAL DESIGN PHASE:**

- 2.1 Notice to Proceed: After completion and review of Preliminary Master Plan Phase
- 2.2 Submit compiled comments from public meeting: 7 calendar days after Public Open House

**3.0 FINAL MASTER PLAN:**

- 3.1 Notice to Proceed: After completion and review of Public Meeting Phase
- 3.2 Submit final Master Plan, Phasing and Priorities Plan, and Construction Cost Estimate: 21 calendar days after completion and review of the Public Meeting Phase