

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

**PROJECT NAME: LIONS AVENUE DRAINAGE IMPROVEMENTS
PROJECT NO. #SW2008**

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 KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated JANUARY 21ST, 2020 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the storm sewer improvements in a sump area in proximity to Lots 7 and 8 Block 2 of Central Park Estates Third Addition along Lions Avenue.

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include review of existing Turtle Creek channel geometry and hydraulic model between Lions Avenue and W. Knoxville Street and provide a memo regarding recommendations for channel improvements.

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, 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 the following scope of services:

- A. Site visit to review existing geometry of the channel.
- B. Obtain record drawings from the City.
- C. Request FEMA and/or City effective hydraulic models
- D. Review hydraulic models and record drawings. Review assumptions and velocities. Compare record drawings and model with observations in the channel.
- E. Prepare a memo to summarize the field observations and make recommendations for potential channel improvements. The preparation of the memo and recommendations do not include drainage calculations, revisions to the existing modeling, or preparation of construction plans for the improvements.

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;

Original Contract Amount executed January 21. 2020	\$ 24,000
<u>Amendment No. 1</u>	<u>\$ 6,000</u>
Revised Total Contract Amount	\$ 30,000

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. #1 is 30 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:

Kimley-Horn and Associates, Inc.

By:

Aaron K. Rader, P.E.

Aaron K. Rader, P.E.,
Vice President

Date:

May 4, 2020

Attest:

City Clerk [Seal]

Date:

Attest:

Lydia Leslie

Lydia Leslie, P.E.,
Project Manager

Date:

May 4, 2020



Approved as to form:

Tammy Ewing

May 8, 2020

Assistant City Attorney

VERIFICATION

State of Oklahoma)

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County of Oklahoma)

Before me, a Notary Public, on this 4th day of May, 2020, personally appeared Aaron K. Rader, P.E., known to be to be a 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:

12/05/23

Lyndsay English
Notary Public

