

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
PMWEB, INC.**

**PROJECT NAME: PROJECT CONTROLS SYSTEM IMPLEMENTATION
PROJECT NO. 2152070**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____, 2020, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and PMWeb, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

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

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to implement a Project Controls System (PCS) for use in planning and delivering OWNER's municipal projects. The PCS will be used for the accurate and timely project tracking (design management, construction management, reporting, budgeting, financial tracking, scheduling, etc.) of all project data related to OWNER's municipal projects from inception/planning through the post-construction warranty period.

WHEREAS, BAMA and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include moving \$2,500 from Task 2 to Task 1. Task 2 has an additional \$2,500 in it due to originally including 18 months of user licenses, due to scheduling changes it has been determined that only 17 months of user licenses are needed at this time. This deduction from Task 2 will be moved to Task 1 to cover the additional cost of the SAML purchase. This amendment will also add \$25,000 to Task 2 that was intended to be funded from operating budget (for software license fees) and was unintentionally left out of the ORIGINAL AGREEMENT to cover the full cost of user licenses for 17 months.

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 perform SAML purchase/configuration in place of originally specified LDAP purchase/configuration and corrects Agreement Amount to reflect actual cost of 17 months of user licenses.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, BAMA shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed July 21, 2020	\$211,050.00
<u>Amendment No. 1</u>	<u>\$25,000.00</u>

Revised Total Contract Amount	\$236,050.00
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3. AMENDED PROJECT SCHEDULE

There is no change to the project schedule.

4. AMENDED ATTACHMENT C

Attachment C in ORIGINAL AGREEMENT is superseded and replaced by Attachment C-1.

5. 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.

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

OWNER:

Broken Arrow Municipal Authority

By: _____

Craig Thurmond, Chairman

Date: _____

CONSULTANT:

PMWeb, Inc.

By: _____

Michael Vernon

General Counsel-Dir. of Operations

Date: 09/09/2020

(CORPORATE SEAL, IF APPLICABLE)

Attest:

Secretary [Seal]

Date: _____

Attest:

Printed Name: TERRIE ANDERSON

Printed Title: VP FINANCE

Date: 9.9.20

Approved as to form:

Tammy Ewing

Assistant City Attorney

VERIFICATION

State of Massachusetts

County of Middlesex

Before me, a Notary Public, on this 9th day of September, 2020 personally appeared Michael Vernon, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Secretary) of PMWeb, 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:

12/5/2025

Dan Smith
Notary Public

**ATTACHMENT C-1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
PMWEB, INC. (CONSULTANT)
FOR
PROJECT CONTROLS SYSTEM IMPLEMENTATION PHASE 2
PROJECT NO. 2152070**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply and shall be made a part of the AGREEMENT dated the ____ day of _____, 2020.

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 shall be paid on a time and materials basis with a Not-To-Exceed (NTE) amount of \$236,050. The estimated payment breakdown per task is as follows (NOTE: Breakdown estimates do NOT impact the total contract's NTE amount):

- 1.1 TASK 1 – MODULE PURCHASES: CONSULTANT estimates total fees in the amount of \$35,750.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 TASK 2 – HOSTING/LICENSE PURCHASES: CONSULTANT estimates total fees in the amount of \$63,800.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 TASK 3 – LICENSES & MODULES CONFIGURATIONS: CONSULTANT estimates total fees in the amount of \$8,400.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 TASK 4 – ERP INTEGRATIONS: CONSULTANT estimates total fees in the amount of \$89,040.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 TASK 5 – GIS INTEGRATIONS: CONSULTANT estimates total fees in the amount of \$3,360.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 TASK 6 – REMAINING PCS PROCESSES: CONSULTANT estimates total fees in the amount of \$8,400.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 TASK 7 – PARKING LOT POOL: CONSULTANT estimates total fees in the amount of \$14,700.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.8 TASK 8 – REPORTING & MONITORING POOL: CONSULTANT estimates total fees in the amount of \$8,400.00 for the completion of Initiation. This amount includes all labor,

material, overhead and profit associated with the Scope of Services.

- 1.9 TASK 9 – ROLLOUT & TRAINING: CONSULTANT estimates total fees in the amount of \$2,100.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.10 TASK 10 – SUPPORT & REFERENCE MATERIAL: CONSULTANT estimates total fees in the amount of \$2,100.00 for the completion of Initiation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.11 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2020 for professional services:

Consultant \$210.00/hr.

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.