



TULSA'S GATHERING PLACE, LLC

River Parks Authority
2424 East 21st Street, Suite 300
Tulsa, Oklahoma

MEMORANDUM

TO: Board Members of Tulsa's Gathering Place

FROM: Fred Dorwart

DATE: June 10, 2020

RE: Meeting Materials

Please find enclosed the following materials for the **Friday, June 12, 2020, 8:00 a.m.** virtual meeting of Tulsa's Gathering Place:

1. Notice of Meeting
2. Agenda
3. Minutes of the March 6, 2020 Meeting
4. Resolution No. 2020-01
5. Assignment of Architect Agreement
6. Amendment No. 1 Regarding Zink Pedestrian Bridge

Please contact Kim Carter or me if you have any questions regarding the materials or the meeting.

06/10/2020 11:19 am

Office of the
City Clerk

TULSA'S GATHERING PLACE, LLC

**NOTICE OF REGULAR MEETING OF
BOARD OF DIRECTORS
TO BE HELD**

Friday, June 12, 2020
8:00 a.m.

The Board of Directors of Tulsa's Gathering Place, LLC, will meet exclusively by videoconference and teleconference via Zoom, on Friday, June 12, 2020, at 8:00 a.m., as indicated on the meeting agenda. There is no physical site or location for this meeting.

Board members will participate, and the public may attend the virtual meeting by joining from a computer, tablet, or smartphone using the following link, or join with the dial-in phone number below:

<https://gkff.zoom.us/j/91321200451?pwd=dEZZRFQzdGs4OVAzS3JLa1lzazRDZz09>

Meeting ID: 913 2120 0451
Password: 813725

One tap mobile

+16699006833,,91321200451# US (San Jose) 12532158782,,91321200451# US
+(Tacoma)

Dial by your location:

+1 669 900 6833 US (San Jose)
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+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)

Please note that dial-in via telephone is not toll-free. Tulsa's Gathering Place will not be responsible for any long-distance fees incurred.

TULSA'S GATHERING PLACE, LLC

REGULAR MEETING OF BOARD OF DIRECTORS

Friday, June 12, 2020
8:00 a.m.

The Board of Directors of Tulsa's Gathering Place, LLC, will meet exclusively by videoconference and teleconference via Zoom, an online meeting and web conferencing tool. There is no physical site or location for this meeting.

In the event the audio or video signal from this meeting is interrupted, a maximum of thirty (30) minutes will be used to attempt to restore the audio, and if that time elapses, the meeting will be deemed to be adjourned and rescheduled at another date and time to be announced.

If you do not have a webcam, you can download the Zoom app to your phone and connect to the meeting by entering the meeting ID and password (located below). This will allow you to have both video and audio.

Board members will participate, and the public may attend the virtual meeting by joining from a computer, tablet, or smartphone using the following link, or join with the dial-in phone number below:

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Please note that dial-in via telephone is not toll-free. Tulsa's Gathering Place will not be responsible for any long-distance fees incurred.

The following Board members plan to attend remotely via Zoom videoconferencing:

Fred Dorwart, Phil Frohlich, Marvin Jones, Phil Lakin, Ken Levit, Jeff Stava

AGENDA
(Amended)

- I. Call to Order – Phil Frohlich
- II. Vote to Approve March 6, 2020 Meeting Minutes – Phil Frohlich***
- III. Construction Update – Jeff Stava
 - A. Discussion and Vote to Approve Resolution 2020-01, Amendment No. 1 to the November 2011 Agreement for Gathering Place Park Project with respect to the Gateway Bridge/Zink Pedestrian Bridge Project – Jeff Stava***
- IV. Operations Update – Tony Moore
- V. New Business
- VI. Adjournment – Phil Frohlich

****Action Items in Bold Italics***

Next scheduled meeting is September 11, 2020.

TULSA'S GATHERING PLACE, LLC
REGULAR MEETING OF THE BOARD OF DIRECTORS

MINUTES FOR MARCH 6, 2020
8:00 A.M.

A meeting of the board of Tulsa's Gathering Place, LLC, was held at 8:00 a.m., March 6, 2020, at River Parks Authority, 2424 East 21st Street, Suite 300, Tulsa, Oklahoma.

Directors Present: Fred Dorwart, President
Phil Frohlich, Chairman
Marvin Jones
Phil Lakin
Jeff Stava, Executive Director

Directors Absent: Robyn Ewing
Ken Levit

General Counsel: Fred Dorwart

Secretary and Assistant Margaret Kobos

Legal Counsel Absent:

Guests: Kevin Canfield, Tulsa World
Lisa Cooper, River Parks Authority
Carol Foor, Tulsa Resident
Matt Meyer, River Parks Authority
Josh Miller, George Kaiser Family Foundation
Tony Moore, Gathering Place

I. Call to Order

The meeting was called to order by Chairman Frohlich.

II. Vote to Approve December 13, 2019 Meeting Minutes

The Chairman requested approval of the December 13, 2019 meeting minutes. Upon a motion by Mr. Dorwart and a second by Mr. Stava, the meeting minutes were approved according to the following vote:

Ayes: Dorwart, Frohlich, Jones, Lakin, Stava

Nays: None

Abstained: None

Motion Carried.

III. Construction Update (presented out of order)

Mr. Miller provided an overview of the flood damage claims, which the Gathering Place was able to include in the FEMA damage report for River Parks Authority. All bids were done per the FEMA and federal bidding guidelines. To date, about \$1.7 million dollars of work has been completed with the embankment soil and trees remaining. It is hoped that a portion of the FEMA funding will start coming in by the end 2020.

Upon a motion from Mr. Stava and a second by Mr. Lakin, the overall repair work under the FEMA program, as well as the bids for projects already started and projects going forward were approved for a total of \$5,096,958 according to the following vote:

Ayes: Dorwart, Frohlich, Jones, Lakin, Stava

Nays: None

Abstained: None

Motion Carried.

Mr. Stava conveyed that the Children's Museum ground breaking was held three weeks ago. On March 23, a chain link fence will close off the area during site work. A permanent sidewalk will run under both Riverside Drive and Crow Creek. Until completion of this, there will be a temporary sidewalk running under Crow Creek to the trails. On March 25, the temporary bridge in the parking lot will be tore down. Another sidewalk will be will be installed on the south side of the parking lot to link 33rd Street and Riverside Drive.

The pedestrian bridge design is 50% complete. A list is of ad alternates is being made to bid out additional bridge items.

IV. Operations Update (presented out of order)

Mr. Moore reported that the second Winter Wonderland was a success and attendance was up over the first year. At the end of 2019, attendance was a little over three million. Attendance from drive markets such as Arkansas, Kansas City, Houston, and Dallas have averaged about 19,000 a day. Surveys done by a company that surveys 32 cultural attractions, which include primarily paid attractions, ranked the Gathering Place at #1 in overall satisfaction at the end of 2019. Vista opened mid-year 2019, and receives great remarks daily.

The Horticulture team added more color to the landscape.

Training sessions are ongoing for new employees; however, it has been a challenge to get new employees. A community staffing model is being tested using staffing from non-profit groups. The non-profits receive 10% of net, which helps with employee labor.

In trying to get ahead of the curve of the Corona virus, discussions have been held on the national level. Alcohol based sanitizers are in high volume areas. Communications with employees continue regarding washing hands, using alcohol based cleaners throughout the park. Constant CDC updates are received.

As a part of the Vision funds, the Tulsa Transit Authority is providing three buses that will shuttle visitors from the parking lots of Boston Avenue Methodist Church and Tulsa Community College to the park and back.

V. New Business

Ms. Foor addressed the group about the noise level coming from the park into her house, which backs up to the Midland Valley Trail. Ms. Foor's request was for a wall or a fence along the current fence line. Mr. Stava responded that it gets very complicated with the property line boundaries, as some homeowners in that area have encroached upon the City and River Park's property and there is no defined property line. If a readjustment was done, most homeowners would lose a half to two-thirds of their backyard. That's how much homeowners have encroached upon to the public right of way. The City intends to correct that property line, but it has not yet been done. Ms. Foor asked if she should contact at the City, and was given the name of David O'Melia in the City attorney's office. Mr. Stava will obtain Ms. Foor's contact information to discuss further.

Mr. Meyer commented that the City plans to go out for bids on the dam within the week.

VI. Adjournment

There being no further business to come before the Board, Chairman Frohlich declared the meeting adjourned.

Phil Frohlich, Chairman

Submitted and approved as to form and adequacy:

Frederic Dorwart, General Counsel

TULSA'S GATHERING PLACE, LLC

RESOLUTION NO. 2020-01

Dated June 12, 2020

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE NOVEMBER 2011 AGREEMENT FOR GATHERING PLACE PARK PROJECT IN TULSA, OK

WHEREAS, Tulsa's Gathering Place, LLC ("**TGP**") is the successor by assignment from George Kaiser Family Foundation to that certain AIA B103 Agreement ("**Architect Agreement**") with Michael Van Valkenburgh Associates, Inc. ("**MVVA**") dated November 23, 2011 regarding Gathering Place park projects in Tulsa, Oklahoma; and

WHEREAS, TGP desires to organize a new subsidiary, Gateway Bridge, LLC ("**Gateway**") in which to assign the Architect Agreement; and

WHEREAS, TGP, through Gateway, and MVVA desire to add the design of the Zink Pedestrian Bridge Project to the Architect Agreement as an additional project.

NOW, THEREFORE, TGP authorizes the formation of Gateway as a wholly-owned subsidiary;

FURTHER RESOLVED, that the terms, form, provisions, and conditions contained in the proposed Assignment of Architect Agreement ("**Assignment**"), attached hereto, from TGP to Gateway are approved;

FURTHER RESOLVED, that TGP, as the sole member and manager of Gateway, approves the terms, form, provisions, and conditions contained in the proposed Architect Agreement Amendment No. 1 ("**Amendment 1**"), attached hereto, effective as of May 1, 2020;

FURTHER RESOLVED, that the proper directors, officers, and agents of TGP and Gateway designated herein be, and each of them hereby is, authorized, jointly and severally, to take any and all steps, do any and all things and execute and deliver any and all documents, including amendments thereto, in the name and on behalf of TGP and Gateway as may be necessary or appropriate to carry out the purpose of the foregoing resolutions and to perform the obligations under the Assignment and the Amendment 1.

ASSIGNMENT OF ARCHITECT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

THIS ASSIGNMENT (this "Assignment") is executed on June 12, 2020, but is retroactively effective as of the prior May 1, 2020 effective date of Amendment No. 1 (as defined below), by and between TULSA'S GATHERING PLACE, LLC, an Oklahoma limited liability company (the "Assignor") and its wholly-owned Subsidiary, GATEWAY BRIDGE, LLC, an Oklahoma limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Capital Project Agreement by and between the Assignor (in its capacity thereunder as the as successor by assignment to RIVER PARKS AUTHORITY, an Oklahoma public trust) and the City of Tulsa ("City") executed in August 2018 (as so assigned to Assignor, collectively, the "Bridge Contract"), the parties to the Bridge Contract memorialized their agreements and understandings respecting (i) the demolition of an existing pedestrian bridge presently spanning the Arkansas River in Tulsa, Oklahoma, and (ii) the construction, maintenance and operation of a new pedestrian bridge that, upon completion, will span the Arkansas River in Tulsa, Oklahoma (the agreements and understandings set forth in preceding clauses (i) and (ii) are herein, collectively, called the "Project"); and

WHEREAS, pursuant to the Bridge Contract, Assignor has the authority to facilitate the design, construction, maintenance and operation of the Project; and

WHEREAS, Assignor (in its capacity thereunder as the as successor by assignment to the George Kaiser Family Foundation, an Oklahoma not-for-profit corporation, in its capacity as the "Owner", as defined therein, thereunder) and Michael Van Valkenburgh Associates, Inc. (the "Architect") are parties to that certain AIA B103-2007 Standard Form of Agreement Between Owner and Architect dated as of November 23, 2011 (the "Existing Agreement"), pursuant to which Architect (together with its consultants and other consultants of the Owner) designed the plans and specifications for that certain public park located in Tulsa, Oklahoma and more commonly known as The Gathering Place (the "Park"), which Park is situated on real property owned by Assignor and adjacent to the real property upon which a portion of the Project will be situated; and

WHEREAS, Assignor and Architect intend to amend and supplement the Existing Agreement to additionally incorporate thereunder the design services necessary for the Project, and have negotiated the final, but still unsigned, form of that certain Amendment No. 1 to the Existing Agreement dated effective as of May 1, 2020 ("Amendment No. 1"); the Existing Agreement, as amended by Amendment No. 1, and as the same may hereafter be further amended or supplemented from time to time, collectively, the "Architect Contract"), pursuant to which Architect shall, through its consultants (including Schlaich Bergermann and Partner LP, in its capacity as the engineer of record for the Project), facilitate the design and prepare the plans and specifications for the Project; and

WHEREAS, Assignor, Architect and Assignee all desire for Assignor to cause Assignee to execute Amendment No. 1 in the capacity of the "Owner" thereunder, and to thereby cause Amendment No. 1 to duly amend and supplement the Existing Agreement in accordance with the terms and conditions set forth therein; and

WHEREAS, to facilitate the Project, Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to assume from Assignor, all of the respective rights and benefits of Assignor in and to the Architect Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, to facilitate the Project, Assignor does hereby BARGAIN, SELL, ASSIGN, TRANSFER and DELIVER unto Assignee, the Architect Contract, to have and to hold same, together with all and singular the rights, titles, interests, privileges, and benefits thereunder or thereto in any manner belonging, unto Assignee. Assignee hereby assumes the obligations and duties of Assignor under the Architect Contract, from and after the effective date of this Assignment. All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, personal representatives and assigns.

IN WITNESS WHEREOF, Assignor and Assignee has each executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

TULSA'S GATHERING PLACE, LLC

By: Frederic Dorwart, President

ASSIGNEE:

GATEWAY BRIDGE, LLC

By: Tulsa's Gathering Place, LLC
its sole Member and sole Manager

By: Frederic Dorwart, President

AMENDMENT No. 1
Regarding Zink Pedestrian Bridge

Dated as of May 1, 2020

to amend the

November 2011 Agreement for Gathering Place Park Project in Tulsa, OK

This Amendment No. 1 (“**Amendment**”) is made effective as of May 1, 2020, between Gateway Bridge, LLC, an Oklahoma limited liability company (in its capacity as successor by assignment to Tulsa’s Gathering Place, LLC, an Oklahoma limited liability company, in its capacity as successor by assignment to George Kaiser Family Foundation, the “**Owner**”) and Michael Van Valkenburgh Associates, Inc. (“**MVVA**”), and amends the modified AIA B103 Agreement (2007 ed.) originally entered into between George Kaiser Family Foundation (in its capacity, at such time, as Owner) and Michael Van Valkenburgh Associates, Inc. Landscape Architects, P.C. made as of the 23rd day of November 2011 for the Gathering Place park project in Tulsa, OK (“**Existing Agreement**”). MVVA is referred to as “**Architect**” under the Existing Agreement. Owner and MVVA are the “**Parties**” to this Amendment. The Existing Agreement, as amended and modified by this Amendment, is herein referred to, collectively, as the “**Agreement**”.

Recital

A. Owner and MVVA wish to add to the Project (as defined in the Existing Agreement, and consisting of the design services for the construction of the 90 acre park as more particularly described therein, which park has heretofore been substantially completed; said park design is herein referred to as the “**Park Project**”) situated in Tulsa, OK, the additional design services for the anticipated construction of the PB Project (as defined below), including adding terms to the Existing Agreement for the scope of services, fee, and schedule for the Pedestrian Bridge Project situated in Tulsa, OK (herein referred to as the “**PB Project**”). The Park Project (as more particularly described within and pursuant to the terms set forth in the Existing Agreement), together with the PB Project (as more particularly described within and pursuant to the terms set forth in this Amendment), are herein, collectively, referred to as the “**Project**” (and the Existing Agreement’s former definition of “**Project**” is hereby deemed to have been modified in accordance with the foregoing).

B. MVVA hereby consents to the assignment of the Owner’s rights, title and interests under the Existing Agreement from Tulsa’s Gathering Place, LLC, an Oklahoma limited liability company, to its wholly-owned subsidiary, Gateway Bridge, LLC, an Oklahoma limited liability company, in accordance herewith, and Owner and MVVA wish to otherwise further amend terms in the Existing Agreement, including terms on cost estimating and related redesign, respecting the PB Project, as set forth herein.

C. Owner and MVVA wish to add other terms to the Existing Agreement, including terms to make Owner an intended third party beneficiary of MVVA’s agreement with Schlaich Bergermann and Partner LP (“**SBP**”), in its capacity as the Engineer of Record for the PB Project.

Agreement

For good and valuable consideration, Owner and MVVA hereby agree that the Existing Agreement shall be amended and modified by this Amendment as follows respecting the PB Project (provided, however, that Owner and MVVA also agree that the following amendments and modifications shall not be deemed to apply to or otherwise affect the Park Project, the terms for which as presently set forth within the Existing Agreement shall not be affected by this Amendment, and shall remain in full force and effect with respect to the Park Project as so set forth within the Existing Agreement). The Owner and MVVA

acknowledge that MVVA has been providing Services for the PB Project since July 20, 2018 and agree that the terms of this Amendment apply to all Services provided for the PB Project. Accordingly, and notwithstanding anything to the contrary as set forth within the Existing Agreement, the Existing Agreement is hereby amended and modified as follows with respect to the PB Project:

1. **Project Description and Exhibit A.**

(a) Revise the Project description as presently set forth on the cover page of the Existing Agreement by adding the following thereto at the end of said existing description: *“In addition to the design of the foregoing described Park Project, MVVA shall also design a new pedestrian bridge to span across the Arkansas River in Tulsa, Oklahoma, to replace the old pedestrian bridge previously built thereon (which old bridge shall be demolished by Owner, or its designee, as part of the new PB Project), all as more fully described in the **PB Project Exhibit A** attached hereto (the **“PB Project”**). The PB Project has three (3) elements: (1) bridge superstructure and foundations; (2) bridge furnishings; and (3) bridge approaches and trail connectivity.”*; and

(b) Revise all references to **Exhibit A** as presently attached to and incorporated in the Existing Agreement (which exhibit presently describes only the Park Project) by: (i) hereafter referring to said **Exhibit A** as **“Park Project Exhibit A”**; and (ii) by adding thereto, collectively, as new **“PB Project Exhibit A”** thereto (1) those certain terms, conditions and PB Project descriptions as are more particularly described on **Exhibit A** attached to this Amendment, (2) those certain Basic Services more particularly described on **Exhibit A-1** attached to this Amendment, and (3) that certain location and general depiction of the planned PB Project as depicted on **Exhibit A-2** attached to this Amendment. From and after the effective date of this Amendment, **“Exhibit A”** to the Agreement shall be deemed to include and be comprised by the foregoing described **Park Project Exhibit A** (which delineates the Park Project as presently attached to the Existing Agreement), together with the foregoing described **PB Project Exhibit A** (which collectively delineate the PB Project as attached to this Amendment).

2. **Compensation.**

(a) Revise §11.1 (Basic compensation) of the Existing Agreement, by adding the following thereto at the end thereof: *“Without limitation of any of the foregoing respecting the compensation payable by Owner to Architect in connection with the performance by Architect and the Architect’s Consultants of their respective Basic Services respecting the Park Project, and in addition thereto, for the performance by Architect and the Architect’s Consultants of their respective Basic Services under this Agreement respecting the PB Project, Owner shall compensate Architect by paying (subject to the applicable terms and conditions of the Existing Agreement, as supplemented by the applicable terms and conditions of the Amendment) a fee, in an aggregate amount equal to Two Million Four Hundred Seventy-Four Thousand Six Hundred Forty-Seven Dollars (\$2,474,647.00) (the **“PB Project Fee”**), payable in accordance with Section 11.5 (as amended by the Amendment). As of April 30, 2020, Owner and Architect acknowledge and agree that: (i) Architect and its Architect’s Consultants (including SBP (as defined below)) have already completed their respective Basic Services respecting the Reconciliation Phase, the 30% Design Phase and the 60% Design Phase, for which Basic Services the Owner has already previously paid to the Architect (via multiple monthly installments) the first portion of the PB Project Fee, in an aggregate amount equal to One Million Three Hundred Twelve Thousand Four Hundred Twenty-Nine and NO/100THS Dollars (\$1,312,429.00); (ii) accordingly, the remaining outstanding balance of the PB Project Fee that remains hereafter payable by Owner to Architect, as contemplated under and in accordance with this Agreement (as amended by the Amendment), is an aggregate amount equal*

to One Million One Hundred Sixty-Two Thousand Two Hundred Eighteen and NO/100THS Dollars (\$1,162,218.00); and (iii) the anticipated Owner-approved budget for all hard construction costs (i.e., the Cost of the Work) for the PB Project (the “**Construction Budget**”) is Twenty-Four Million Nine Hundred Twenty-Six Thousand Three Hundred and Sixty-Eight and NO/100THS Dollars (\$24,926,368.00).”; and

- (b) Revise §11.5 (PB Project Fee breakdown by phase), by adding the following thereto at the end thereof: “Without limitation of any of the foregoing respecting the installments of compensation payable by Owner to Architect in connection with the performance by Architect and the Architect’s Consultants of their respective Basic Services respecting the Park Project, and in addition thereto, for the performance by Architect and the Architect’s Consultants of their respective Basic Services under this Agreement respecting the PB Project, Owner shall pay the PB Project Fee to the Architect as follows (and subject to all applicable terms and conditions as otherwise set forth in this Agreement, including, without limitation, the parties’ acknowledgment as set forth in Section 2(a) of the Amendment respecting that certain portion of the following PB Project Fee that has already been paid by the Owner to the Architect as of April 30, 2020):

Reconciliation Phase	\$ 122,168.00 (all of which has already been paid by Owner to Architect prior to April 30, 2020)
Design Phase (30%, 60%, 100%)	\$1,650,171.00 (\$1,190,261.00 of which has already been paid by Owner to Architect prior to April 30, 2020)
Bidding Phase	\$118,356.00
Construction Administration Phase	\$583,952.00

3. **Schedule.**

Revise all references to “**Exhibit E** Preliminary Project Schedule” and/or “**Exhibit E-1** Design Schedule” (including in §1.1.4.4), as presently attached to and incorporated in the Existing Agreement (which exhibit presently describes only the design schedule for the Park Project) by: (i) hereafter referring to said **Exhibit E** as “**Park Project Exhibit E**”; and (ii) by adding thereto, as new “**PB Project Exhibit E**” thereto, those certain terms, conditions and PB Project’s design schedule as is more particularly described on **Exhibit E** attached to and incorporated into this Amendment. From and after the effective date of this Amendment, “**Exhibit E**” to the Agreement shall be deemed to include and be comprised by the foregoing described **Park Project Exhibit E** (which delineates the design schedule for the Park Project as presently attached to the Existing Agreement), together with the foregoing described **PB Project Exhibit E** (which delineates the design schedule for the PB Project as attached to this Amendment).

4. **Reconciliation Phase; Other Phases and 30, 60, and 100% Design.**

- (a) The Existing Agreement is further hereby amended by replacing the phrase “Verification Phase” each time it appears within the Existing Agreement respecting the Park Project, with the new phrase “Reconciliation Phase” respecting the PB Project, including in §§1.1.1, 1.1.4, 1.1.4.1, and 1.2 thereof; and
- (b) In general terms, the Parties have agreed to refer to phases and design submissions of the PB Project by using the following phase milestones “30% Design”, “60% Design”, and “100% Design”, respectively, with respect thereto (rather than using the “Schematic Design”, “Design Development”, and “Construction Documents” phase milestones as previously used within the Existing Agreement respecting the phases and design submissions of the Park Project.).

5. **Third Party Beneficiary and Engineer SBP.**

The following is hereby added to the Existing Agreement as new §12.2 thereto: “§12.2 Owner shall be deemed to constitute an express, intended third party beneficiary of that certain Subconsultant Agreement between MVVA and Schlaich Bergermann and Partner LP (“**SBP**”) dated on or about (but after) the date of this Amendment (the “**SBP Agreement**”) for all purposes thereof and thereunder. Under the SBP Agreement, SBP shall provide the engineering and other services as the “Engineer of Record” for the PB Project (the “**SBP Services**”) in consideration for the compensation payable directly by Architect to SBP as more particularly described therein. The SBP Services include that SBP shall be the lead design professional for the PB Project on the following elements thereof: (1) bridge superstructure and foundations; and (2) bridge furnishings; and SBP shall have the sole responsibility to issue the 30% Design, 60% Design, and 100% Design submissions for such elements of the PB Project. As of the date of this Amendment, SBP has completed the 60% design and is working towards 100% design. Owner is hereby subrogated to MVVA’s rights and interests under the SBP Agreement, including the right to directly enforce the SBP Agreement against SBP in accordance with its terms; provided, however, that Owner shall not be deemed to be liable to SBP for any of MVVA’s obligations (including, without limitation, its payment obligations) under the SBP Agreement, and MVVA shall remain liable to SBP for payment of same (subject, however, to Owner’s payment obligations to MVVA in accordance with this Agreement)). Notwithstanding any of the foregoing, SBP shall hereafter be deemed to be directly liable to both Owner and MVVA for the performance (or non-performance, or faulty performance) of the SBP Services in accordance with the SBP Agreement. Subject to any written directions as may be provided to MVVA by Owner from time to time, MVVA shall continue to (i) remain directly liable to SBP for MVVA’s obligations under the SBP Agreement, (ii) administer the SBP Agreement as the direct counterparty thereto, and (iii) oversee and administer SBP’s performance of the SBP Services in accordance with the SBP Agreement, as an Architect’s Consultant under this Agreement (and SBP, together with each other Architect’s Consultant as more particularly described within the exhibits to the Amendment, shall be deemed to constitute an Architect’s Consultant for all purposes under this Agreement). In accordance with the Owner’s third party beneficiary status and its subrogation rights set forth herein, the Owner agrees that, in the event that the Owner has, or believes it has, claims related to or arising out of SBP’s services as described in this Agreement, the Owner shall pursue such claims directly against SBP and shall not require MVVA to participate unless MVVA agrees in its sole discretion or the Owner pays MVVA for its participation on a time and materials basis at MVVA’s standard hourly rates then in effect. In no event shall MVVA’s aggregate liability to the Owner arising from the negligence or contractual breach of SBP exceed the aggregate amount payable under insurance coverages maintained (or required to be maintained) by SBP. Notwithstanding any of the foregoing, MVVA shall nonetheless retain all of its rights under the SBP Agreement, notwithstanding

Owner's subrogation thereto in accordance herewith, and shall not, by action or omission, impair or relinquish any such right without first having obtained the Owner's prior written consent with respect thereto."

6. **Key Employees.**

(a) Revise §3.1.10.1, by deleting the following italicized language therefrom "*and the Architect's Consultants*", "*or the appropriate Architect's Consultant*", "*or Architect's Consultant*", and "*(or Architect's Consultant)*".

(b) Revise **Exhibit I** as attached to the Existing Agreement, by deleting the lists of Architect's Consultants' Key Employees in connection with the PB Project. Owner agrees that for purposes of the PB Project, the Key Employees are only those certain Key Employees of MVVA as presently listed in said **Exhibit I**. In each MVVA written sub-consultant's agreement that it has entered (or will enter) into with any Architect's Consultant, including the SBP Agreement, the applicable, so-called Principal in Charge for each such Architect's Consultant shall be listed therein, and no such Principal may be replaced without MVVA's prior written consent, which consent shall not be given by MVVA, unless Owner shall have first also consented to such removal in writing (which Owner's consent for any such removal not to be unreasonably withheld, conditioned or delayed).

7. **Additional Services.** The Agreement is amended in §4.3 as follows:

(a) Revise §4.3.1 on Additional Services as follows:

- (1) delete text in §4.3.1.3 and replace it with ".3 Deleted. See §4.3.1.28 below;"
- (2) delete text in §4.3.1.10 and replace it with ".10 Deleted. See §4.3.1.31 below;"
- (3) Add the following after §4.3.2.1.23:

"4.3.1.24 Providing up to two bridge superstructure and foundations design options by SBP (at a conceptual design level), up to a reconciliation submission, is included as part of the Basic Services for the PB Project. It is assumed the competition-winning steel plate arch concept will be used as the basis for both options. Providing up to two bridge furnishings design options by MVVA (at a conceptual design level), up to a 60% Design submission, is included as part of the Basic Services for the PB Project. The Parties acknowledge that as of the date of this Amendment, MVVA has completed the 60% design and is working towards the 100% design milestone. Without limitation of the foregoing, the following shall be Additional Services for the PB Project: (i) providing any additional options (at a conceptual design level) prior to a 60% Design submission; (ii) developing more than one option beyond a conceptual design level; and/or (iii) providing any new options (at any design level) after a 60% Design submission.

4.3.1.25 Services for Owner revisions after its approval of a 60% Design submission, which includes any Services for Owner revisions after the date of this Amendment;

4.3.1.26 Services for Value Engineering or redesign to budget (i) after Owner's confirmation of the Construction Budget for the PB Project that was set as of the date of completion of the 60% Design, or (ii) after the start of the 100% Design;

4.3.1.27 Services due to changes requested after Owner signoff or by material changes that conflict with prior Owner approvals including changes in the schedule or budget for the PB Project or for the bridge, bridge furnishings, or bridge approach and trail connectivity;

4.3.1.28 Services due to enactment or revision of codes, laws or regulations, by changes in official interpretations, or by the exercise of discretion by governmental authorities related to such codes, laws, regulations, or interpretations, after the submission of the 60% Design set; services in connection with an Owner request for code, zoning, or similar variances or special approvals; or providing special surveys or environmental studies;

4.3.1.29 Services due to Owner decisions not rendered in a timely manner or by other failures of performance on the part of Owner or Owner's other consultants or contractors;

4.3.1.30 Services in connection with, and/or attendance at, a public meeting or hearing beyond those included in PB Project Exhibit A (Scope of Services, Deliverables, Trips);

4.3.1.31 Preparing presentation models, photography or presentation drawings and/or brochures beyond those included in PB Project Exhibit A (Scope of Services, Deliverables, Trips); or

4.3.1.32 Providing services not otherwise included in Basic Services under this Agreement for the PB Project."

(b) Replace existing §4.3.4 with the following: "*§4.3.3 If the Basic Services for the PB Project covered by this Agreement have not been completed within forty-eight (48) months from July 20, 2018 through no fault of the Architect or any other Architect's Consultant (including, without limitation, SBP), the performance by the Architect of any Services beyond that date shall be compensated as Additional Services.*"

8. Budget, Estimates, and Redesign; Permits.

(a) Add the following as new §5.14 to the Existing Agreement: "*§5.14 (a) Owner shall set the Construction Budget for the entire PB Project as of the date of the Amendment, and shall promptly provide Architect with such Construction Budget and with a breakdown of such Construction Budget, broken down for the three elements of the PB Project: (i) bridge superstructure and foundations; (ii) bridge furnishings; and (iii) bridge approaches and trail connectivity. If such Construction Budget for the PB Project elements changes after such point, then any Services by Architect or any other Architect's Consultant (including, without limitation, SBP) for Value Engineering or for redesign to the then current Construction Budget shall be Additional Services. (b) Owner shall provide cost estimating for the PB Project, including the cost estimating under §3.4.5 with the breakdown for the three elements of the PB Project. (c) Owner shall provide (or facilitate third parties to provide) the permitting services for the PB Project and obtain (or facilitate third parties to obtain) all permits necessary for the PB Project, including permits from the U.S. Army Corps of Engineers.*";

(b) Revise §3.2.6 and §3.3.2, by deleting the second and third sentences in each such section (which provide for, among other things, cost estimates at 50% and 100% Schematic Design and Design Development respectively).

(c) Replace existing §3.4.5 with the following: "*§3.4.5 Owner shall cause its cost consultant, or, if applicable, Owner's Construction Manager, to prepare updated cost estimates for the PB Project at 30% Design (equivalent to 100% Schematic Design), 60% Design (equivalent to 100% Design Development), and 100% Design (equivalent to 100% Construction Documents), and such estimates shall be broken down for the three elements of the PB Project: (i) bridge superstructure and foundations; (ii) bridge furnishings; and (iii) bridge approaches and trail connectivity. If the cost estimates at 30% Design and/or 60% Design, after such estimates are reconciled with Architect through a mutually agreed cost reconciliation process, indicates that the estimated Cost of the Work for any element of the PB Project exceeds the Owner's previously approved Construction Budget for such element, then Architect and any other Architect's*

Consultant (including, without limitation, SBP), as part of Basic Services hereunder, shall participate in Value Engineering review with the Owner, the Owner's cost consultant or, if applicable, the Owner's Construction Manager. Architect or any other Architect's Consultant (including, without limitation, SBP) shall, as part of Basic Services hereunder, incorporate value engineering changes (I) from the 30% Design cost estimate into the 60% Design documents, and (II) from the 60% Design cost estimate into the 100% Design documents. The parties acknowledge that MVVA and SBP have completed the required Value Engineering services included as a Basic Service and have started the 100% Design phase (equivalent to the start of the Construction Documents phase). Accordingly, as of the date of this Amendment, Services for Value Engineering or redesign to Construction Budget for any element of the PB Project shall be Additional Services."

(d) Replace existing §6.7 with the following: "*§6.7 If Owner elects to proceed under Section 6.6.2, Architect, as Additional Services, shall incorporate the required modifications in the program, scope or quality of the PB Project into the Construction Documents as necessary to bring the estimated Cost of the Work within the Construction Budget.*"

9. Contamination and Hazardous Materials.

Replace existing §10.6 with the following: "*§10.6 (a) Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, Hazardous Materials in any form at the site for the PB Project. (b) The Parties acknowledge contamination is present at the site. Owner shall provide or arrange for all remediation of Hazardous Materials at the site that need to be remediated related to this PB Project, including arrangements for such remediation by others who are not parties to this Agreement (namely AEP and Holly Refinery); all such remediation shall be completed prior to when Owner's Contractor mobilizes to start work at the site for the PB Project. (c) Architect shall require in the specifications it (or SBP) prepares under this Agreement that (i) Owner's Contractor shall notify Owner, AEP, and Holly Refinery before Owner's Contractor commences digging at the site or other on-site construction activities so that Owner, AEP, and Holly Refinery can perform their respective obligations related to the PB Project regarding Hazardous Materials and remediation and (ii) if Owner's Contractor believes that it has encountered Hazardous Materials in the course of performing its Work, then Owner's Contractor shall immediately stop its Work and notify Owner, AEP, and Holly Refinery of Owner's Contractor's belief that it has encountered Hazardous Materials in a particular area of the site. (d) Architect and its Architect Consultants shall not perform or provide any remediation of Hazardous Materials related to the PB Project.*"

10. Notice.

Revise existing §10.10 to replace the following MVVA representative and address for notices: Replace "*With copy to McCarter & English...*" with "*With copy to Noble, Wickersham & Heart LLP, 131 Mount Auburn Street, 1st Floor, Cambridge, MA 02138, Attention: Bennet Heart, Esq.*"

11. Name. The Existing Agreement is amended to replace "*Michael Van Valkenburgh Associates, Inc. Landscape Architects, P.C.*" with "*Michael Van Valkenburgh Associates, Inc.*" The longer name is MVVA's name for New York contracts, as the longer name is required to comply with the New York requirements for licensing of landscape architecture firms. The longer name is not required for contracts in other states. MVVA hereby represents and warrants that its full legal name is "*Michael Van Valkenburgh Associates, Inc.*"

12. Exhibits Attachments to Amendment: The exhibits presently attached to the Existing Agreement for the purposes of the Park Project are, for the purposes of the PB Project (and only for such purposes), hereby replaced and renamed as follows for the following exhibits attached to and incorporated into this Amendment: "*Exhibit A (Project Description for the PB Project); Exhibit A-1 (Overview of Basic Services and Consultants' Scopes of Services with Deliverables and Trips for the PB Project); Exhibit A-2 (Project*

Boundary Diagram for the PB Project); Exhibit C (Matrix of Responsibility between MVVA and SBP for Bridge Furnishings, dated September 28th, 2018); Exhibit D Construction Budget for the PB Project (which shall be attached hereto by the parties upon Owner's written approval of same, subject to adjustment as contemplated by this Agreement); Exhibit E Design Schedule for the PB Project; Exhibit F Architect's Consultants for the PB Project; Exhibit H Owner Furnished Information; Exhibit I Key Employees for the PB Project; Exhibit J [Not Used for the PB Project] [note: Deliverables for the PB Project in Ex A-1 instead]; Exhibit K [Not Used for the PB Project] [note: Trips for the PB Project in Ex A-1 instead]; Exhibit L Hourly Rate Schedule for the PB Project; Exhibit M [Not Used for the PB Project]. See Exhibits A, A-1, A-2, C, D [to be added later], E, F, H, I and L attached hereto.

13. **Prior Agreement with regard to Zink Pedestrian Bridge.** Except to the extent otherwise provided for above within this Amendment, all other terms and conditions of the Existing Agreement shall remain in full force and effect with application to the PB Project to the same extent as heretofore set forth therein with application to the Park Project.

14. **Prior Agreement with regard to the Gathering Place Park.** The Existing Agreement shall remain in full force and effect in accordance with its terms as heretofore set forth therein (including respecting the exhibits as heretofore attached thereto) with application to the Park Project, and nothing set forth in this Amendment shall be construed as being inconsistent with the foregoing.

15. **Assignment of Owner's Interests in Existing Agreement.** As described in the recitals to this Amendment, MVVA hereby consents to the assignment of the Owner's rights, title and interests under the Agreement (including the Existing Agreement, as amended by this Amendment) from Tulsa's Gathering Place, LLC, an Oklahoma limited liability company, to its wholly-owned subsidiary, Gateway Bridge, LLC, an Oklahoma limited liability company; provided, however, that Gateway Bridge, LLC agrees to assume all of Owner's obligations under the Agreement (including the Existing Agreement, as amended by this Amendment) as of the date of this Amendment, and that such assignment shall not be deemed to relieve or release Tulsa's Gathering Place, LLC, an Oklahoma limited liability company, from any of the obligations or liabilities of the Owner under the Agreement, whether heretofore or hereafter arising.

[Signature page(s) follow.]

IN WITNESS HEREOF, the parties have executed this Amendment as of the day and year first above written, intending to be legally bound.

MVVA:

Michael Van Valkenburgh Associates, Inc.

By: _____

Print Name: _____

Title: _____

OWNER:

Gateway Bridge, LLC,
an Oklahoma limited liability company
(in its capacity as successor by assignment to Tulsa's Gathering Place, LLC, an Oklahoma limited liability company, in its capacity as successor by assignment to George Kaiser Family Foundation under the Existing Agreement)

By: Tulsa's Gathering Place, LLC
its sole Member and sole Manager

By: _____

Print Name: _____

Title: _____

EXHIBIT A

PROJECT DESCRIPTION FOR THE PB PROJECT

On June 2nd, 2017, the Pedestrian Bridge Selection Committee chose the Michael Van Valkenburgh Associates (MVVA)-led Competition Design for the new PB Project over Zink Lake. The design vision is for a bridge supported by piers and a thin steel archway Superstructure and Foundations. The thin profile of the bridge allows for an alignment that gracefully arcs northward at the center of the span, offering unobstructed views of Downtown Tulsa. Additionally, the platform expands at the center, accommodating space for seating, planting, and shading opportunities. Shading was strongly recommended by the Selection Committee and the Competition Design supports that recommendation. The pedestrian and bike approaches are considered gateways to both the bridge and to the new Gathering Place for Tulsa Park and River Parks trail system. The design and feel of these approaches will be treated as public space that must be thoughtfully connected to the surrounding environment, with serious consideration for minimizing pedestrian and bicycle conflicts, developing a strategy for an accessible design, and producing a design that is environmentally responsible.

Basic Services for landscape architecture design are the specific site planning, visual assessment, design & documentation, public outreach services, bidding and construction administration services by MVVA described below relating to the three elements of the PB Project (the Bridge Superstructure and Foundations, the Bridge Furnishings, and the Bridge Approaches and Trail Connectivity). Refer to Exhibit A-2 for further clarification of the Project Location and elements of the PB Project.

In general, the bridge engineering subconsultant to MVVA, Schlaich Bergermann and Partner LP (SBP), is the lead on and the Engineer of Record for the Bridge Superstructure and Foundations, and Bridge Furnishings elements (e.g., SBP leads on bridge superstructure and foundations design, etc.) and MVVA assists SBP by providing aesthetic input and review. In general, MVVA is the lead for the PB Project and the lead on the Bridge Approaches and Trail Connectivity element (e.g., MVVA leads on landscape design, etc.) and SBP assists MVVA. Refer to Exhibit F for the Consultants and Exhibit A-1 for the Consultant Scopes of Services. MVVA's Basic Services scope is set forth more specifically in Exhibit A-1. MVVA shall be entitled to rely, subject to the Standard of Care under the Agreement, on the services provided by SBP and on the cost estimates, permitting and geotechnical engineering provided by or through the Owner.

EXHIBIT A-1

OVERVIEW OF BASIC SERVICES & CONSULTANTS' SCOPES OF SERVICES FOR THE PB PROJECT

I. SUMMARY OF BASIC SERVICES SCOPE BY PHASE

1. Reconciliation Phase

The PB Project will begin with a Reconciliation Phase that will involve reviewing and assessing the bridge competition design, deck width, amenities/furnishing and costing. Additionally, the team will also begin to develop a permitting and approvals strategy with the Owner's hydrologist for the entire PB Project. At the completion of this Phase, the Architect and Bridge Engineer will provide a narrative of the PB Project for the Owner's cost consultant to provide a preliminary Construction Budget for the PB Project.

2. Schematic Design Phase (30% Design)

During Schematic Design, the PB Project will be refined by incorporating feedback received from stakeholders, including city and agency groups. The individual disciplines within the design team will work together to ensure that all aspects of the PB Project are being developed in ways that will efficiently support the PB Project. At the completion of this phase, the design team will provide the Owner a set of Schematic Design documents for the Owner to review and for the Owner's cost consultant to update the Construction Budget for the PB Project, broken down by the Project Elements. Depending on federal, state and city regulations, the Schematic Design documents can become the basis for certain types of approvals.

3. Design Development Phase (60% Design)

In Design Development, a greater level of certainty will emerge with respect to the PB Project's structural integrity, materials, dimensions, and programming. While still working together, the individual disciplines represented on the team will refine the PB Project by integrating additional data and analysis as appropriate. Preliminary technical Drawings and Specification outlines will be developed that broadly reflect these refinements. The Drawing Set will be used by the Owner's cost consultant to update the Construction Budget for the PB Project, broken down by the Project Elements.

4. Construction Documents Phase (100% Design)

During the Construction Documents Phase, all of the elements of the PB Project will be described in a detailed set of Bidding Documents including detailed Drawings and Specifications. The work of all Consultants and subconsultants will be reviewed and coordinated by Architect to ensure the Construction Documents are clear, concise, and cohesive. Although Owner engagement will be active throughout this phase, stakeholder involvement is usually fairly limited.

5. Bidding and Negotiation

The Bidding and Negotiation Phase gives an opportunity for prospective contractors to thoroughly review the Construction Documents in order to accurately price the Cost of the Work. During the first few weeks of this Phase, the design team will respond to any questions the contractors have regarding the scope of Work, materials, etc. At the completion of the bidding period, the Architect

will look to be a part of the contractor interview process and descoping session to help the Owner evaluate and select the best qualified Contractor(s).

6. Construction Phase

Construction observation is a multi-faceted approach to confirm that the design intent of the Construction Documents is being met by the Contractor. To achieve this, the Architect, in concert with the Owner and Contractor(s), will cooperate with all trades to keep the lines of communication open. Architect's role during the Construction Phase is critical because Architect's knowledge of construction allows it to engage with Contractors during the performance of the Work, including addressing unforeseen field conditions. Architect will attend bi-weekly construction meetings to review Contractor milestone dates and look-ahead schedules, and help to resolve outstanding or new issues. Architect will review, process, and/or respond to Contractor's requests for additional information or interpretation. The Architect will be the first and last eyes on all Submittals issued by the Contractors to the design team. The Architect will review request for payment by the Contractor with the Owner against Work performed to date

7. Revised PB Project Design Scope (as of the date of this Amendment)

Notwithstanding anything to the contrary as heretofore provided for within any prior written or verbal correspondence between the Owner and the Architect, as of the date of this Amendment, the Owner and Architect hereby acknowledge and agree to the following revisions to the PB Project's design scope:

- The bridge design is as the following:
 - Consistent 16'-0" wide bridge
 - Develop (1) structural scheme to either support a future canopy or no canopy design.
- No shade canopy designs.
- Include furnishing designs, which includes the bridge railing system.
- Include bridge accent lighting, which includes pedestrian lighting from the railing system to meet minimum code requirements.
- West bank landscape is a simple path connecting to the River Parks West Trail with limited planting, no seating elements, no signage, and only pedestrian lighting to meet minimum code requirements.
- One "final design" meeting in Tulsa with the stakeholder group.
- No presentation renderings (only conceptual renderings as necessary to convey design intent).

II. SCOPE SCHEDULE

Refer to Exhibit E for the PB Project Schedule.

- 1. Reconciliation – 10 weeks** (July 20th, 2018 – September 28th, 2018)
 - a. (1) – Kick Off Meeting with Owner and SBP in Tulsa
 - b. (1) – Design Reconciliation Meeting with Owner and SBP by phone
 - c. Coordination Meetings with Owner by phone – *Biweekly*
 - d. Coordination Meetings with Design Team by phone – *Weekly*
- 2. Schematic Design (30%) – 11 weeks** (October 1st, 2018 – December 14th, 2018)
 - a. *30% Drawing Submission – December 14th, 2018*
 - b. (1)-Meeting with Stakeholders in Tulsa
 - c. (1)-Presentation to the Owner in Tulsa
 - d. Coordination Meetings with Owner by phone - *Biweekly*

- e. Coordination Meetings with Design Team by phone– *Weekly*
- f. Owner Review and Cost Reconciliation Period – *5 weeks (December 17th, 2018 – January 18th, 2019)*
- 3. Design Development (60%) – 50 weeks (December 17, 2018 – December 4, 2019)**
 - a. *60% Drawing & Outline Specification Submission – December 4, 2019*
 - b. (1) – Stakeholder Presentation in Tulsa
 - c. (2) – Coordination Meetings in Tulsa
 - d. Coordination Meetings with Owner by phone - *Biweekly*
 - e. Coordination Meetings with Design Team by phone– *Weekly*
 - f. Owner Review and Cost Reconciliation Period – *12 weeks (December 5, 2019 – February 25th, 2020)*
- 4. Construction Documents (100%) – 27 weeks (December 9, 2019 – June 18, 2020)**
 - a. *100% Drawing and Specification Submission – June 18, 2020*
 - b. (1) – Stakeholder Presentation in Tulsa
 - c. (2) – Coordination Meetings in Tulsa
 - d. Coordination Meetings with Owner by phone - *Biweekly*
 - e. Coordination Meetings with Design Team by phone– *Weekly*
 - f. Owner Review and Cost Reconciliation Period – *3 weeks (June 22, 2020 – July 10, 2020)*
- 5. Bidding – 17 weeks (June 22, 2020 – October 16, 2020)**
 - a. (1) – Pre-Bid Conference in Tulsa
- 6. Construction Administration – 91 weeks (October 19, 2020 – July 20, 2022)**
 - a. Site Visits to Tulsa – *Monthly*
 - b. Coordination Meetings with Design Team by phone– *Weekly*

III. CONSULTANTS SCOPES OF WORK

Landscape Architecture (Michael Van Valkenburgh Associates)

As team lead for the PB Project, Architect will coordinate the overall design and coordination with the Architect’s Consultants for the PB Project, including SBP, and lead the documentation efforts for the Bridge Approach and Trail Connectivity element; coordinate with SBP’s documentation efforts for the Bridge Superstructure and Foundations and Bridge Furnishings elements; coordinate with Owner on all aspects of the PB Project including, but not limited to, overall design and project implementation. Architect will provide the following Basic Services:

- Develop strategies to resolve issues of planning, connectivity, and accessibility.
- Develop environmentally responsible design concepts.
- Develop strategies for the integration of the PB Project with the River Parks West trail and the Park Project.
- Support the Owner’s hydraulic engineering consultant with permitting plans, section and details.
- Prepare (1) presentation model to be built by Architect.
- Prepare presentation graphics including plans, sections, and elevations as identified by the Architect to convey the design intent.
- Prepare (3) renderings of the proposed bridge.
- Prepare 30% Design (Schematic Design) Documents, 60% Design (Design Development) Documents, and 100% Design (Construction Documents) for the landscape. Documents will include plans (layout, grading, materials, furnishings, and planting) and Site details (sections,

elevations, and enlargement plans) as determined by Architect to convey design ideas as required for the construction of the Work.

- Review, assess and coordinate with SBP for the Bridge Furnishings sketches that shall be incorporated into their documentation submissions. Sketches shall describe the bridge lighting attachments to the bridge, bridge railing system, bridge wearing surface materials and finish, shade canopy/cover, fixed seating attachments, and location and depth of planting soil. Refer to Exhibit C for the Matrix of Responsibility.
- Prepare technical Specifications for all landscape-related Work.
- Review, assess and coordinate with SBP for the Bridge Furnishing elements technical specifications addressing bridge lighting attachments to the bridge, bridge railing system, planting soil depth, fixed seating attachments, shade canopy/cover, and bridge wearing surface materials and finish. When submittals are received during construction for these specifications, MVVA and SBP shall co-review the submittal. Refer to Exhibit C for the Matrix of Responsibility.
- Review Owner-provided cost estimates at the Reconciliation, 30% Design (Schematic Design), 60% Design (Design Development) and 100% Design (Construction Documentation) Phases of the Project.
- Assist in the review of bids and selection of the Contractor.
- Attend (1) pre-bid conference in Tulsa.
- Attend (1) construction kick-off meeting in Tulsa.
- Review Shop Drawings, Requests for Information, and Submittals from Contractor.
- Conduct periodic site visits (12-person trips) during the Construction Phase to review the progress and quality of Work.
- Prepare field reports during the Construction Phase.
- Value Engineering to the extent expressly set forth within the Amendment.
- Assist in Project close-out, including final walk-through and the preparation of Project “punch lists”.

Bridge Engineer (Schlaich Bergermann and Partner LP)

The Bridge Engineer will lead the documentation efforts for the Bridge Superstructure and Foundations and Bridge Furnishings elements; coordinate with MVVA's documentation efforts for the Bridge Approaches and Trail Connectivity element. The Bridge Engineer will provide the following Basic Services (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Develop environmentally responsible design concepts.
- Develop strategies to integrate the piers and abutments within the Park Project and River Parks West trail system.
- Assist the Architect with the preparation of presentation graphics.
- Design the bridge piers and foundations, abutments, integral piers and columns, curved deck structure and bridge approach ramps, including railings and joints.
- Coordinate with MVVA for the design of the bridge furnishings, including the benches and shade canopies and their attachment to the bridge deck. Refer to Exhibit C for the Matrix of Responsibility.
- Coordinate with the Lighting Designer for the pedestrian lighting and bridge lighting.
- Coordinate with the Civil Engineer for the grading, drainage and layout.
- Coordinate with the Electrical Engineer for the conduit runs for the pedestrian and bridge lighting, and the lightning protection requirements.

- Coordinate with the Owner’s Consultants, including but not limited to, the Geotechnical Engineer and Hydraulic Engineer.
- Prepare Reconciliation Documents, 30% Design (Schematic Design) Documents, 60% Design (Design Development) Documents, and 100% Design (Construction Documents) for the bridge Superstructure and Foundations and bridge furnishings. Documents will include plans and details (sections, elevations, and enlargement plans) as determined by Bridge Engineer to convey design ideas as required for the construction of the Work.
- Prepare technical Specifications for all bridge-related Work.
- Prepare a Structural Narrative explaining the analysis and design of the Bridge Superstructure and Foundations and Bridge Furnishings in more detail.
- Prepare a proposal for the bridge erection process.
- Review Owner-provided cost estimates at the Reconciliation, 30% Design (Schematic Design), 60% Design (Design Development) and 100% Design (Construction Documentation) Phases of the Project.
- Attend meetings/presentations with various City agencies/Stakeholders as needed.
- Assist in the review of bids and selection of the Contractor.
- Review Shop Drawings, Erection plans, Requests for Information, and Submittals from Contractor.
- Address Non-Conformance Reports and recommend corrective actions.
- Conduct periodic fabricator visits (3-total) during the Construction Phase to review the progress and quality of the Work.
- Conduct periodic site visits (12-total) during the Construction Phase to review the progress and quality of Work.
- Prepare field reports during the Construction Phase.
- Value Engineering to the extent expressly set forth within the Amendment.
- Assist in Project close-out, including final walk-through and the preparation of Project “punch lists” and Final Inspection and Report.

Civil Engineer (Wallace Engineering). This Consultant will provide the following Basic Services (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Civil engineering services primarily consist of bridge layout, and bridge and site drainage design; utilities and connections to mains; and coordination with other disciplines.
- To address issues of drainage, Consultant will:
 - Prepare utility Abandon and Removal Plans that indicate existing storm water piping, drainage structures, sanitary system and fire protection components that are to be demolished
 - Develop proposed overland flow calculations to size the downstream storm water system infrastructure and to confirm sizing of swales, detention (retention) basins and infiltration strips
 - Prepare Utility Plans that indicate size and location of manholes, catch basins, drainage inlets, drainage pipe routings, existing and proposed pipe connections, invert elevations and connections through deck drainage penetrations.
 - Prepare Utility Detail Plans and Details that indicate the required characteristics for storm water, manholes, catch basins, drainage inlets, drainage pipe, concrete deck penetration modifications and rehabilitation of headwall modifications and penetrations
 - Prepare Technical Specifications based on the CSI format for storm drainage construction

- Prepare Site Connection permit applications and associated drawings and calculations for proposed storm sewer connections to the local system.
- Consultant will review geotechnical investigation report and bridge layout.
- Consultant will coordinate with the Owner's Consultants, including but not limited to, the Geotechnical Engineer and Hydraulic Engineer.
- Consultant will coordinate with the Architect, Bridge Engineer, Electrical Engineer and Design Geotechnical Engineer.
- Review Shop Drawings, Requests for Information, and Submittals from Contractor.
- As required, conduct periodic site visits during the Construction Phase to review the progress and quality of Work.
- Prepare field reports during the Construction Phase.
- Value Engineering to the extent expressly set forth within the Amendment.
- Assist in Project close-out, including final walk-through and the preparation of Project "punch lists".

Electrical Engineer (Phillips & Gomez). This Consultant will provide the following Basic Services (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Consultant will coordinate with the Architect, Bridge Engineer, Lighting Designer and Civil Engineer for the Bridge and Bridge Approaches lighting, power and miscellaneous electrical needs.
- Consultant will prepare utility abandon and removal plans that indicate how the existing electrical system at the bridge and bridge approach is to be de-energized (i.e. disconnected and abandoned). Components include existing power panels, transformers, power distribution equipment, exterior light fixtures and the existing communication system.
- Consultant will prepare a temporary electrical service plan including general notes for contractor guidance.
- Consultant will prepare submittal of drawings/specifications at 30% Design (Schematic Design) and 60% Design (Design Development).
- Consultant will develop 100% Design (Construction Documents) showing new electrical service, distribution, lighting controls (based on single line diagrams by the Architect's Lighting Consultant), surge protection and ground system, panelboard schedules with loads, and wiring for new lighting and miscellaneous other loads. Services shall include calculations such as voltage drop. Documents will include, but not limited to, feeder and branch circuit conduit and conductor sizes.
- Consultant will attend meetings in Tulsa to review the submission documents.
- Consultant will specify work related to connection to existing network if lighting control system requires interconnection.
- Consultant will coordinate with the Lighting Designer for the digital control system.
- Consultant will meet with the Utility Company to discuss the new electrical service and provide direction for new service routing as required.
- Consultant will prepare Technical Specifications based on the CSI format for electrical system components.
- Review Shop Drawings, Requests for Information, and Submittals from Contractor.
- As required, conduct periodic site visits during the Construction Phase to review the progress and quality of Work.
- Prepare field reports during the Construction Phase.

- Value Engineering to the extent expressly set forth within the Amendment.
- Assist in Project close-out, including final walk-through and the preparation of Project “punch lists”.

Site Structural Engineer (Wallace Engineering). This Consultant will provide the following Basic Services (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Consultant will provide structural review and comment on miscellaneous landscape elements, including but not limited to, light pole foundations, plant rails, and pavement profiles.
- Consultant will stamp and seal the miscellaneous landscape elements for the landscape team’s submissions.
- Coordinate with architect, bridge engineer, design geotechnical engineer, civil engineer, electrical engineer and lighting designer.
- Value Engineering to the extent expressly set forth within the Amendment.
- Coordinate with the Owner’s Consultants, including but not limited to, the Geotechnical Engineer.

Soil Scientist (Olsson Associates). This Consultant will provide the following Basic Services (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Consultant will coordinate with the Architect, Design Geotechnical Engineer and Bridge Engineer.
- Consultant will provide technical support in development of schematic design, design development, construction document, bidding and negotiation, including team meetings.
- Consultant will visit the Site to assess site conditions, review the contamination documentation of the west bank and will produce a soil assessment summary report.
- Consultant will review Architect’s planting scheme and design, including plan sheets and Drawings.
- Consultant will review geotechnical design elements, specifically potential soil profiles for suitable soil conditions including slope stability, subgrades, and profile horizons.
- Consultant will develop final Specifications based on the CSI format for soil procurement, placement, and management.
- Consultant will explore, evaluate, and recommend sources for planting soils, including base soils, compost, sand, rock, and gravel, and other materials as specified and necessary.
- Review Requests for Information and Submittals from Contractor.
- Conduct periodic site visits (2-person trips) during the Construction Phase to review the progress and quality of Work.
- Prepare field reports during the Construction Phase.

Design Geotechnical Engineer (Terracon Consultants, Inc.). This will be an Owner’s consultant, not an Architect’s Consultant, which Owner will contract with separately and pay directly for its services on the PB Project. Without limitation of the foregoing, the Architect shall (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Coordinate the services of such Owner’s Consultant as reasonably necessary with the services of Architect, the Soils Consultant and the Site Structural Engineer, including: (A) in the development of plans and details for the (i) 30% Design (Schematic Design) submission, (ii) 60% Design (Design Documentation) submission, and (iii) 100% Design (Construction Documentation) submission. All

documentation will address stabilization options for existing earthen slopes, provide options for the reconstruction of slopes, and provide options for the slopes adjacent to the bridge abutments; and (B) in the preparation of Technical Specifications based on the CSI format for soils and stabilization options.

Lighting Design (Domingo Gonzalez Associates). This Consultant will provide the following Basic Services (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Consultant will develop lighting plans and details of all Element areas.
- Consultant will prepare Technical Specifications based on the CSI format for site lighting and lighting controls.
- Consultant will coordinate with Architect, Bridge Engineer and Electrical Engineer.
- Consultant will calculate and research criteria for lighting (illuminance and uniformity) in concert with stated objectives and relevant agency requirements.
- Consultant will prepare Design Documents (lighting layouts, details, specifications) as mandated by each Phase of work.
- Consultant will provide final lighting calculations to indicate likely compliance with relevant criteria and energy Code.
- Consultant will assist with preparation of cost estimates for lighting.
- Consultant will interface with relevant agencies.
- Consultant will assist with bidding process.
- Review Shop Drawings, Requests for Information, and Submittals from Contractor.
- Conduct periodic site visits (2-total) during the Construction Phase to review the progress and quality of Work.
- Prepare field reports during the Construction Phase.
- Assist in Project close-out, including final walk-through and the preparation of Project “punch lists”.

Irrigation Consultant (TBD). This Consultant will provide the following Basic Services (at no additional cost to Owner, and as part of the PB Project Fee payable by Owner to Architect as described in the Amendment):

- Consultant will provide an analysis with recommendations for the design of an irrigation system for the bridge approaches landscape. Irrigation system will address water and energy conservation, water management, system efficiency, sprinkler uniformity and maintenance and serviceability.
- Consultant will review Owner standards and requirements for irrigation systems and equipment.
- Consultant will prepare Drawings, and Specifications during the Project Designs Phases.
- Consultant will review Shop Drawings, product data and material Samples for compliance with Construction Documents.
- Consultant will make Site visits to oversee the progress and quality of Work.

EXHIBIT A-2
Project Boundary Diagram For The PB Project

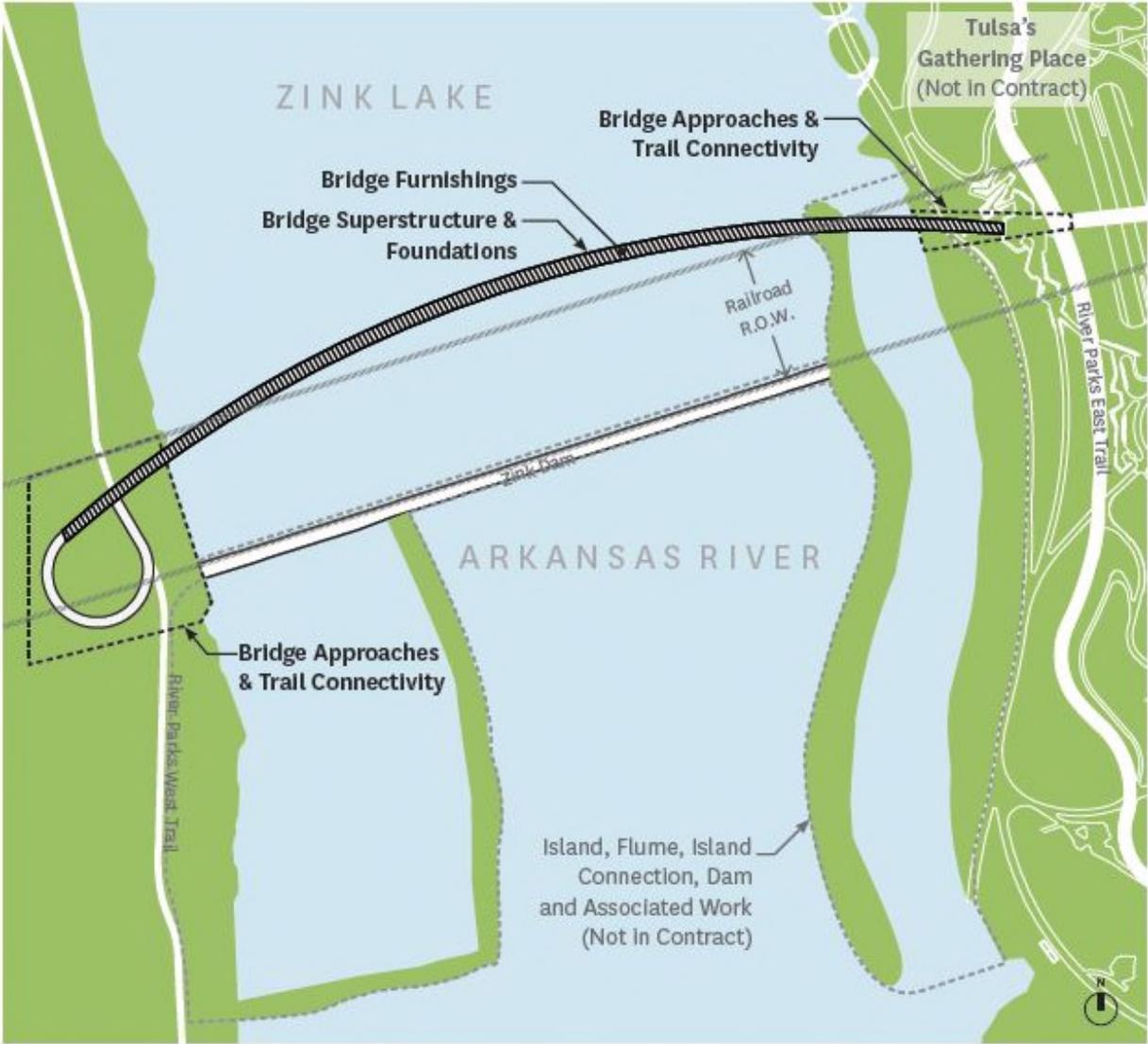


EXHIBIT C
Matrix of Responsibility for the PB Project

Key:		MVVA (Design Architect)	SBP (Engineer of Record)
P = Primary: Primary Responsibility			
S = Shared: Secondary Responsibility			
C = Collaborate: SHARED Responsibility			
R = Review and Comment			
N/A = Not Applicable			
RECONCILIATION PHASE			
1	Project Management & Meetings		
2	Provide overall Project Management	P	-
4	Conduct biweekly team coordination call with Owner	P	S
5	Conduct weekly team coordination call with core design team	P	-
6	Site Planning		
7	Provide input on the bridge circulation strategy relative to bicycle and pedestrian circulation	P	-
8	Review and assess the influence of the bridge width in how it relates to bike and pedestrian separation	P	S
9	Review and assess the influence of the bridge width in how it relates to furnishing layout	P	S
10	Visual Assessment & Design		
11	Review and assess the bridge competition design and the initial engineering bridge design	C	C
13	Review and assess the influence of the bridge width in how it relates to the bridge superstructure design	-	P
14	Review and assess the pedestrian lighting system	P	S
15	Review and assess the railing system	P	S
16	Public Outreach		
17	Participate in one (1) Meeting with Stakeholders (by phone)	P	S
18	Documentation		
19	Model and conduct structural analysis for superstructure	-	P
20	Confirm land area needs and grading assumptions for landscape approaches	P	-
21	Provide the Owner a narrative to assist in costing the bridge	C	C
22	Provide the Owner a narrative to assist in costing the bridge pedestrian lighting and railing system	C	C
23	Provide the Owner a narrative to assist in costing the bridge pedestrian amenities	C	C
24	Review Owner's cost estimate	C	C

SCHEMATIC DESIGN (30% DESIGN)			
1	Project Management & Meetings		
2	Provide overall Project Management.	P	-
4	Conduct biweekly team coordination call with Owner.	P	S
5	Conduct weekly team coordination call with core design team.	P	-
6	Site Planning		
7	Locate fixed seating and other furnishings	P	S
8	Locate shade cover/canopy	P	S
9	Provide input on bridge circulation strategy relative to bicycle and pedestrian circulation	P	-
10	Visual Assessment & Design of Bridge Amenities		
11	Optimize the bridge superstructure in how it relates to the bridge furnishings	-	P
12	Review and assess the bridge wearing surface	C	C
13	Review and assess the pedestrian lighting system in how it relates to the bridge superstructure	P	S
14	Review and assess the railing system design	P	S
15	Review and assess the shade cover /canopy design	P	S
16	Review and assess the fixed seating and other furnishings design	P	S
17	Review and assess the location and depth of planting soil	C	C
18	Review and assess the planting layout, quantity and selection	P	R
19	Public Outreach		
20	Participate in one (1) Meeting with Stakeholders (in Tulsa)	P	S
21	Documentation		
22	Coordinate with documentation of bridge superstructure	-	P
23	Coordinate with documentation of landscape approaches	P	-
24	Provide the Owner a narrative to assist in costing a bridge that can handle a larger dead and wind load in comparison to the Reconciled Bridge	S	P
25	Provide the Owner a narrative to assist in costing the bridge furnishings	C	C
26	Review Owner's updated cost estimate	C	C

DESIGN DEVELOPMENT (60% DESIGN)			
1	Project Management & Meetings		
2	Provide overall Project Management.	P	-
4	Conduct biweekly team coordination call with Owner.	P	S
5	Conduct weekly team coordination call with core design team.	P	-
6	Site Planning		
7	Locate fixed seating and other furnishings	P	S
8	Locate shade cover/canopy	P	S
9	Provide input on bridge circulation strategy relative to bicycle and pedestrian circulation	P	-
10	Visual Assessment & Design of Bridge Amenities		
11	Optimize the bridge superstructure in how it relates to the bridge furnishings	-	P
12	Review and assess the bridge wearing surface	C	C
13	Review and assess the bridge lighting system and attachments	C	C
14	Review and assess the railing system design	C	C
15	Review and assess the shade cover /canopy design	C	C
16	Review and assess the fixed seating and other furnishings design	C	C

17	Review and assess the location and depth of planting soil	C	C
18	Review and assess the planting layout, quantity and selection	C	C
19	Public Outreach		
20	Participate in one (1) Meeting with Stakeholders (in Tulsa)	P	S
21	Documentation		
22	Coordinate with documentation of bridge superstructure	-	P
23	Coordinate with documentation of landscape approaches	P	-
24	Prepare and submit drawings/preliminary specifications for the bridge wearing surface	C	C
25	Prepare and submit drawings/preliminary specifications for the bridge lighting system attachments to the bridge	R	P
26	Prepare and submit drawings/preliminary specifications for the railing system	R	P
27	Prepare and submit drawings/preliminary specifications for the shade cover/canopy design	R	P
28	Prepare and submit drawings/preliminary specifications for the fixed seating and other furnishings	P	R
29	Prepare and submit drawings/preliminary specifications for the planting soil	P	R
30	Prepare and submit drawings/preliminary specifications for the planting layout, quantity and selection	P	R
31	Review Owner's updated cost estimate	C	C

CONSTRUCTION DOCUMENTS (100% DESIGN)

1	Project Management & Meetings		
2	Provide overall Project Management.	P	-
4	Conduct biweekly team coordination call with Owner.	P	S
5	Conduct weekly team coordination call with core design team.	P	-
6	Visual Assessment & Design of Bridge Amenities		
7	Optimize the bridge superstructure in how it relates to the bridge furnishings	-	P
8	Review and assess the bridge wearing surface	C	C
9	Review and assess the bridge lighting system and attachments to bridge	R	P
10	Review and assess the railing system design	R	P
11	Review and assess the shade cover /canopy design	R	P
12	Review and assess the fixed seating and other furnishings design	P	R
13	Review and assess the location and depth of planting soil	P	R
14	Review and assess the planting layout, quantity and selection	P	R
15	Public Outreach		
16	Participate in one (1) Meeting with Stakeholders (in Tulsa)	P	S
17	Documentation		
22	Coordinate with documentation of bridge superstructure	-	P
23	Coordinate with documentation of landscape approaches	P	-
24	Prepare and submit drawings/specifications for the bridge wearing surface	C	C
25	Prepare and submit drawings/specifications for the bridge lighting system attachments to the bridge	R	P
26	Prepare and submit drawings/specifications for the railing system	R	P
27	Prepare and submit drawings/specifications for the shade cover/canopy design	R	P
28	Prepare and submit drawings/specifications for the fixed seating and other furnishings	P	R
29	Prepare and submit drawings/specifications for the planting soil	P	R
30	Prepare and submit drawings/specifications for the planting layout, quantity and selection	P	R
31	Review Owner's updated cost estimate	C	C

BIDDING

1	Attend (1) Pre-Bid Conference	C	C
2	Prepare (1) - Addenda	C	C
3	Prepare (1) - Conformed Set	C	C
4	Recommend award of contract	C	C

CONSTRUCTION ADMINISTRATION

1	Serve as the key point of contact for administrative activities (RFIs, submittals, etc.)	P	-
2	Manage the weekly construction meeting (by phone)	P	S
3	Conduct (3)-visits to fabricators	C	C
4	Conduct periodic site visits to review the progress and quality of Work	C	C
5	Prepare and submit field reports after site and fabricator visits	C	C
6	Review of shop drawings	C	C
7	Review of RFI's and Submittals	C	C
8	Prepare punchlist and conduct Substantial Completion inspection.	C	C
9	Assist in Project close-out, including final inspection (Site visits associated with these tasks are included as part of the site visits noted above).	C	C

EXHIBIT E - Design Schedule For The PB Project

08 April 2020

[See attached 1-page final schedule dated 4/2/20]

EXHIBIT F

CONSULTANTS FOR THE PB PROJECT

Architect's Consultants

- Bridge Engineer – Schlaich Bergermann Partner LP
- Civil Engineer – Wallace Engineering
- Electrical Engineer – Phillips + Gomez
- Site Structural Engineer – Wallace Engineering
- Soils Scientist – Olsson Associates, Inc.
- Lighting Designer – Domingo Gonzalez Associates
- Irrigation Consultant – TBD
- Design Geotechnical Engineer – Terracon Consultants, Inc.

Owner's Consultants

- Survey – Geodeca Land Surveying Company
- Costing Consultant – Stonebridge Group LLC
- Resident Bridge Engineer – TBD
- Geotechnical Engineer – Terracon Consultants, Inc.
- Permits – USACE and COT
- Hydraulic Engineer – HISINC, LLC/Bill Smith

EXHIBIT H

OWNER FURNISHED INFORMATION FOR THE PB PROJECT

- Site Survey of the West Bank of the Arkansas River and railroad berm/levee, including the Property Lines and the Easements for the West Bank of the Arkansas River.
- Site Survey of the Arkansas River showing the bathymetry of the river.
- Geotechnical Report, including the borings done by the City of Tulsa for the East and West Bank of the Arkansas River and the Bridge Pier locations in the Arkansas River.

EXHIBIT L

HOURLY RATE SCHEDULE FOR THE PB PROJECT

Michael Van Valkenburgh Associates, Inc.

Michael Van Valkenburgh	\$375.00
Principal I	\$325.00
Principal II	\$280.00
Associate Principal	\$245.00
Senior Associate Level I	\$205.00
Senior Associate Level II	\$180.00
Associate	\$160.00
Senior Project Manager/Model Builder	\$145.00
Senior Designer	\$130.00
Designer	\$110.00
Project Administrator	\$110.00
Junior Designer	\$95.00
Studio Assistant	\$80.00
Administrative Staff	\$80.00
Intern	\$45.00

Rates above are effective as of January 1, 2019 and shall remain in place through the final completion of PB Project.