

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

**PROJECT NAME: DALLAS ST IMPROVEMENTS FROM MAIN ST TO 9TH ST
PROJECT NO. ST25320**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____, 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Kimley-Horn and Associates, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated March 7, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare three (3) pavement and drainage options to rehabilitate Dallas Street from Main Street to 9th Street and prepare conceptual design for each option.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include design work to prepare construction documents for bidding purposes to rehabilitate and provide drainage improvements for Dallas Street from Main Street to 9th Street.

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 design work for the preparation of construction documents for bidding purposes to rehabilitate and provide drainage improvements for Dallas Street from Main Street to 9th Street as described in Attachment A (scope), Attachment B (Organization of Submittal Documents),

Attachment C (Compensation and Additional Services), and Attachment D (Project Schedule).

2. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed March 7, 2025	\$	45,200
Amendment No. 1, lump sum	\$	80,800
<u>Amendment No. 1, not to exceed</u>	<u>\$</u>	<u>6,500</u>
Revised Total Contract Amount	\$	132,500

3. AMENDED PROJECT SCHEDULE

See Addendum D for the schedule for Amendment No. 1.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

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

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

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**ATTACHMENT A
FOR AMENDMENT 1 TO
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BETWEEN
CITY OF BROKEN ARROW (OWNER)
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FOR
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SCOPE OF SERVICES

1.0 PROJECT UNDERSTANDING

CONSULTANT shall advance design work from conceptual option #2, as selected by the OWNER, to prepare construction documents for bidding purposes to rehabilitate and provide drainage improvements for Dallas Street from Main Street to 9th Street. Drainage improvements shall consist of recommendations under conceptual option #2 along with limited storm sewer improvements as requested by the OWNER from the stream crossing to 7th Street on the north side of Dallas Street. These documents shall include the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; right-of-way documents; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the survey; utilize the pavement sections provided in the conceptual plans; perform civil design including water line lowering, as needed, through utilizing a standard detail to avoid conflict with drainage improvements; and perform limited hydrology/hydraulics to size the best fit drainage pipe with minimal slope that will connect to existing drainage structures/features and to size best fit drainage inlets within a shallow ditch. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

- Survey Services and Coordination
- Grading, Drainage, Paving, Striping and
- Miscellaneous Design
- Public Utility Design and Relocations (only water line lowering, as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation
- Coordination for inclusion of the Sustainability Park Plans as an attachment to the Construction Documents to bid together. Said plans shall be provided by the OWNER.

3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible

to perform the following tasks throughout the course of the PROJECT:

- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current OWNER codes, regulations, and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, OWNER Ordinances and Comprehensive Plan.
 - 3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
 - 3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:
- 3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks where topographic features are being surveyed for drainage design. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
 - 3.2.2 Conduct limited field surveys, including topographical and boundary, as necessary, for design of the project. Reference attached Exhibit 1 – Survey Site, where blue areas denote the topography survey limits.
 - 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
 - 3.2.4 Determine existing right-of-way and easements in limited areas where additional easement may be required as shown in the conceptual plans. Reference attached Exhibit 1 – Survey Site, where yellow areas denote the boundary limits where additional easement may be required.
 - 3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.3.10 (**assumed 1 parcel is required**).
 - 3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2022 version or newer preferred) and one (1) PDF file of the final survey.
- 3.3 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:
- 3.3.1 Perform limited hydrology/hydraulics to size the best fit drainage pipe with minimal slope that will connect to existing drainage structures/features and to size best fit drainage inlets within the proposed shallow ditch. A drainage analysis shall not be performed as the existing downstream

system will not pass significant rain events. Rather a best fit drainage pipe with minimal slope shall be implemented with best fit drainage inlets within a shallow swale. Hydrology/hydraulics data shall not be provided in any tables or plan/profile sheets.

- 3.3.2 Match existing roadway geometric layout.
- 3.3.3 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project. NearMap imagery shall be used for plans with limited supporting topographic survey data.
- 3.3.4 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.
- 3.3.5 Conduct pre-final coordination with private and public utility companies.

3.3.5.1 Meet with utility companies and OWNER to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.

3.3.5.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to OWNER approval and execution of the relocation plans. Obtain releases for non-relocated facilities.

3.3.5.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).

3.3.6 Prepare preliminary special provisions, if needed.

3.3.7 Prepare preliminary quantity estimate.

3.3.8 Prepare preliminary Engineer's Estimate using 15% contingency.

3.3.9 Submit a half-size (11" x 17") PDF file of the Preliminary plans.

3.3.10 The Preliminary Design Phase submittal shall include:

- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Right-of-Way Map/Survey Data Sheet with proposed right-of-way
- Paving Plans
- Storm Profiles
- Miscellaneous Details, as necessary

3.3.11 Preliminary Design Review.

3.3.12 Attend a meeting with the OWNER to review the Preliminary Design Phase submittal and provide meeting minutes.

3.4 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:

3.4.1 Conduct all necessary design functions required to complete the final design phase of the project.

3.4.2 Finalize utility relocation coordination as necessary.

3.4.3 Prepare and complete final design.

3.4.4 Prepare detailed construction plans in conformance with appropriate drafting standards.

3.4.5 Prepare final quantity estimate.

3.4.6 Prepare final Engineer's Estimate with a 10% contingency.

3.4.7 Prepare construction specifications; Contract documents other than

- drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
- 3.4.8 Prepare Contract proposals in units compatible with OWNER specifications.
- 3.4.9 Submit half-size (11" x 17") PDF file of the Final plans and a PDF of the final contract bid documents.
- 3.4.10 The Final Design Phase submittal shall include:
- Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Quantity & Miscellaneous Summaries
 - Summary of Drainage Structures
 - Storm Water Management Plan (SWP3)
 - Right-of-Way Map/Survey Data Sheet with proposed right-of-way
 - Paving Plans
 - Storm Profiles
 - Miscellaneous Details, as necessary
 - Standard Construction Drawings
- 3.4.11 Final Design Review.
- 3.4.12 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.
- 3.4.13 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.4.14 Incorporate final review comments and furnish a PDF of the complete set of full-size drawings and contract documents, one (1) set of final drawings in electronic media (AutoCAD 2022 version or newer preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats.
- 3.6 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:
- 3.6.1 Provide the OWNER services during advertisement of the Project for bid (i.e. providing plans in pdf format along with specifications, written project description and electronic bid proposal).
- 3.6.2 Attend and conduct a pre-bid conference as required by OWNER.
- 3.6.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
- 3.6.4 Assist in preparing addenda and addenda plan sheets as required.
- 3.7 PROJECT CLOSE-OUT PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:
- 3.7.1 Incorporate changes into the drawings and produce Record Drawings in PDF format.
- 3.7.2 Submit record drawings on electronic media (AutoCAD 2022 version or newer preferred or earlier version).

- 3.8 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):
Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the CONSULTANT as necessary.

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**ATTACHMENT B
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ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Summary of Drainage Structures
- 1.6 Storm Water Management Plan (SWP3);
- 1.7 Right-of-Way Map/Survey Data Sheet with proposed right-of-way;
- 1.8 Paving Plans;
- 1.9 Storm Profiles;
- 1.10 Miscellaneous Details; and
- 1.11 Standard Construction Drawings.

2.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way Map with proposed right-of-way/easements;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements (**assumed 1 parcel**, at agreed upon unit price per parcel);
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (**assumed 1 parcel required**, at agreed upon unit price per parcel).

3.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 5.1 Bid Documents:
 - 5.1.1 Electronic bid proposal in format provided.
 - 5.1.2 Written description of construction project.
 - 5.1.3 Construction duration in calendar days.

5.2 Project Conditions:

5.2.1 Special Conditions.

5.3 Construction Specifications

6.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

6.1 Drawings:

6.1.1 CAD files (AutoCAD 2022 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the OWNER'S Contract Administrator.

6.1.2 Record Drawings in PDF format.

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ATTACHMENT C
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COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

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

- 1.1 Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$19,700 for the completion of the Topographic/Boundary Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Right-of-Way Preparation Services Payment: The OWNER shall pay the CONSULTANT a \$700 per Right-of-Way/Easement Parcel Preparation (**based upon assumed one parcel required**) not to exceed \$700. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Right-of-Way Staking Services Payment: The OWNER shall pay the CONSULTANT a \$700 per Right-of-Way/Easement Parcel Staking (**based upon assumed one parcel required**) not to exceed \$700. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$33,300 for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$24,300 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of \$5,100 (based upon rates provided in Section 2.0). This mount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,500 for the completion of the Project Close-Out Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL 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 through June 30, 2026.

Analyst	\$145 - \$230
Professional	\$230 - \$260
Senior Professional I	\$270 - \$345
Senior Professional II	\$360 - \$430
Senior Technical Support	\$130 - \$310
Support Staff	\$95 - \$160
Technical Support	\$110 - \$180

3.0 REPRODUCTION

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

6.0 ADJUSTMENT CLAUSE

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

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**ATTACHMENT D
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PROJECT SCHEDULE

1.0 CONSTRUCTION DOCUMENTS PHASE:

- 1.1 Notice to Proceed:
- 1.2 Preparation of Preliminary Plans: 56 calendar days
- 1.3 OWNER Preliminary Plan Review: 14 calendar days
- 1.4 Preparation of Final Plans: 21 calendar days
- 1.5 OWNER Final Plan Review: 14 calendar days
- 1.6 Preparation of Sealed Plans (signed/sealed): 7 calendar days
- 1.7 Total: 112 calendar days

2.0 ASSISTANCE DURING BIDDING PHASE:

- 2.1 Answer technical questions and prepare addenda: To be determined

3.0 PROJECT CLOSE-OUT PHASE:

- 3.1 Submit record drawings: 21 calendar days

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