

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET – HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2026, 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 APRIL 8, 2026 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to perform a traffic study and conceptual design improvements to the N. 20th Street and E. Hillside Drive intersection corridor, Broken Arrow, OK.

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 widen and signalize the intersection of N. 20th Street & Hillside Drive.

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 for widening and signaling the intersection of N. 20th Street and E. Hillside Drive 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 April 8, 2026	\$	88,000
Amendment No. 1, lump sum	\$	114,000
<u>Amendment No. 1, not to exceed</u>	<u>\$</u>	<u>16,700</u>
Revised Total Contract Amount	\$	218,700

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 NO. 1 TO
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SCOPE OF SERVICES

1.0 PROJECT UNDERSTANDING

CONSULTANT shall advance work from the conceptual intersection layout provided to, and chosen by the OWNER, to prepare construction documents for bidding purposes to widen and signalize the intersection of N. 20th Street and E. Hillside Drive. CONSULTANT understands that a minimum of one lane of traffic must be maintained at all times in each direction on each leg of the intersection at all times and will ensure that construction sequencing will facilitate this requirement. Any changes or revisions to the conceptual intersection layout previously provided to the City will require additional services. 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.

Furthermore, CONSULTANT understands: The design consists of reconstructing and widening the northbound (with an additional lane on the east side of N. 20th Street), westbound (with an additional lane on the north side of E. Hillside Drive) and southbound (with an additional lane on the west side of N. 20th Street) legs of the intersection to accommodate the desired lane assignments. One (1) existing median on the southeast corner of the intersection will be reconstructed as part of the design. The pavement will be restriped up to approximately 300' past the intersection returns in each direction. Four (4) new signal poles and foundations will be installed in addition to pedestrian crosswalks, pedestrian markings and signal heads will be installed. Drainage improvements will consist of extending existing storm sewer laterals (matching pipe sizes) and maintaining existing drainage patterns by replacing existing inlets with similarly sized inlets at offset locations in the widened pavement. An analysis of the existing storm sewer system will not be performed as part of the design. It is anticipated that the existing 10" and 24" water lines will have adequate cover underneath the proposed widening and will not need to be relocated. Separate plan sets shall be provided for intermediate traffic signal improvements and for roadway widening improvements with permanent traffic signals.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design and grading; and design traffic signal and pedestrian improvements. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

Geometric, Site Grading, Drainage, Paving, and
Miscellaneous Design
Private Utility Relocation Services and Coordination
Right-of-Way Documents Preparation & Staking

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 Prepare and submit right-of-way documents for said project as defined in Section 3.3.10 (**assumed 4 parcels are required**).

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 calculations to extend the existing storm sewer laterals (matching pipe sizes) and inlets (matching similar size). Hydrology/hydraulics data will not be provided in any tables or plan/profile sheets. Proposed storm sewer and inlets will be designed in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.
- 3.3.2 Perform preliminary roadway geometric layout and design.
- 3.3.3 Perform preliminary intersection and signal design.
- 3.3.4 Prepare preliminary construction plans and details,
- 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 and 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 all necessary design variances to the OWNER prior to the design submittal.
- 3.3.10 Prepare and submit all necessary Right-of-Way and Easements.
- 3.3.11 Submit a half-size (11" x 17") PDF file of the Preliminary plans.
- 3.3.12 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 Plan(s)
 - Storm Profiles
 - Signing & Striping Plans
 - Traffic Signal Layout Sheet (includes separate plan set for intermediate traffic signal improvements)
 - Construction Sequencing Plan (a minimum of one lane traffic in each direction on each leg shall be maintained at all times)
 - Miscellaneous Details, as necessary
 - Cross Section Sheets (every 50' and as necessary)
- 3.3.13 Preliminary Design Review.
- 3.3.14 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 E:

- 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 Coordinate with OWNER'S utility coordinator and provide final design plans (i.e. pdf and CADD files as required).
- 3.4.6 Submit all necessary design variances to the OWNER prior to the design submittal.
- 3.4.7 Prepare necessary permit documentation and assist with acquiring approval as necessary (City, State, DEQ, FEMA, USACE, etc.)
- 3.4.8 Prepare final quantity estimate.

- 3.4.9 Prepare and submit a PDF of the final engineer's construction cost estimate with a 10% contingency.
- 3.4.10 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.
- 3.4.11 Prepare Contract proposals in units compatible with OWNER'S specifications.
- 3.4.12 Submit half-size (11"x17") PDF of the Final plans and PDF of the final contract bid documents for review by the Owner.
- 3.4.13 The Final 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 Plan(s)
 - Storm Water Management Plan (SWP3)
 - Storm Profiles
 - Signing & Striping Plans
 - Traffic Signal Plans (includes separate plan set for intermediate traffic signal improvements)
 - Erosion Control Plans
 - Construction Sequencing Plan (a minimum of one lane traffic in each direction on each leg shall be maintained at all times)
 - Miscellaneous Details, as necessary
 - Cross Section Sheets (every 50' and as necessary)
 - Standard Construction Drawings
- 3.4.14 Final Design Review.
- 3.4.15 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.
- 3.4.16 Prepare and submit a PDF of the final engineer's construction cost estimate with no contingency.
- 3.4.17 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.

3.5 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:

- 3.5.1 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).
- 3.5.2 Attend and conduct a pre-bid conference as required by OWNER.
- 3.5.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
- 3.5.4 Assist in preparing addenda and addenda plan sheets as required.

3.6 CONSTRUCTION ASSISTANCE PHASE: Upon receiving the written Notice to

Proceed, the CONSULTANT shall perform the following task in accordance with the schedule in Attachment E:

3.7.1 Assist the Owner in answering RFI's

3.7.2 Assist the OWNER in addressing miscellaneous construction related issues as needed.

3.7.3 Assist the OWNER with review and approval of submittals.

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 E:

3.8.1 Incorporate changes into the drawings and produce Record Drawings in PDF format.

3.8.2 Submit record drawings on electronic media (AutoCAD 2022 version or newer preferred or earlier version).

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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 Right-of-Way Map/Survey Data Sheet with proposed right-of-way
- 1.5 Paving Plan(s)
- 1.6 Storm Water Management Plan (SWP3)
- 1.7 Storm Profiles
- 1.8 Signing & Striping Plans
- 1.9 Traffic Signal Plans
- 1.10 Erosion Control Plans
- 1.11 Construction Sequencing Plan
- 1.12 Miscellaneous Details, as necessary
- 1.13 Cross Section Sheets (every 50' and as necessary)
- 1.14 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 4 parcels**, 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; and
- 2.6 Provide right-of-way, permanent easement and temporary construction easement staking as required for acquisition purposes (**assumed 4 parcels required**, at agreed upon unit price per parcel).

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

- 3.1 Other Engineer Design Calculations (As Needed)

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

4.1 Bid Documents:

- 4.1.1 Electronic bid proposal in format provided.
- 4.1.2 Written description of construction project.
- 4.1.3 Construction duration in calendar days.

4.2 Project Conditions:

- 4.2.1 Special Conditions.

4.3 Construction Specifications

4.4 All Required Governmental Permits

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

5.1 Drawings:

- 5.1.1 CAD files (AutoCAD 2022 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the OWNER'S Contract Administrator.
- 5.1.2 Record Drawings in PDF format.

5.2 Design Manual:

- 5.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
- 5.2.2 Adobe Acrobat (pdf) file of Design Manual.

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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 Preliminary Design Phase Payment:
 - 1.1.1 The OWNER shall pay the CONSULTANT a lump sum amount of **\$65,500** for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.1.2 The OWNER shall pay the CONSULTANT a \$700 per Right-of-Way/Easement Parcel Preparation (**based upon assumed four parcels required**) not-to-exceed **\$2,800**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
 - 1.1.3 The OWNER shall pay the CONSULTANT a \$550 per Right-of-Way/Easement Parcel Staking (**based upon assumed four parcels required with a minimum of \$1,100 staking per occurrence**) not to exceed **\$2,200**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$44,500** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 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 amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Construction Assistance Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **\$6,600** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$4,000** 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, 2027.

Analyst	\$155 - \$245
Professional	\$245 - \$275
Senior Professional I	\$285 - \$365
Senior Professional II	\$380 - \$450
Senior Technical Support	\$140 - \$325
Support Staff	\$100 - \$170
Technical Support	\$115 - \$270

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

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2026.

1.0 PRELIMINARY DESIGN PHASE:

- 1.1 Notice to Proceed:
- 1.2 Right-of-Way Design:
- 1.3 Preparation of Preliminary Plans: 70 calendar days
- 1.4 Owner Review of Preliminary Plans: 14 calendar days

2.0 FINAL DESIGN PHASE:

- 2.1 Notice to Proceed:
- 2.2 Preparation of Final Plans: 40 calendar days
- 2.3 Owner Review of Final Plans: 14 calendar days
- 2.4 Preparation of Sealed Plans: 14 calendar days

3.0 ASSISTANCE DURING BIDDING PHASE:

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

4.0 CONSTRUCTION ASSISTANCE PHASE:

- 4.1 Answer RFI's, address construction related issues, and review and approve submittal as needed: To be determined

5.0 PROJECT CLOSE-OUT PHASE:

- 5.1 Record Drawings: 30 days after receipt of contractor's red-lines

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