

**AMENDMENT NO. # 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KEITHLINE ENGINEERING GROUP, PLLC**

**PROJECT NAME: DAC DIOCESE BANK STABILIZATION
PROJECT NO: SW24080**

THIS **AMENDMENT NO. 1**, made and entered into this 18 day of March 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and KEITHLINE ENGINEERING GROUP, PLLC, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated June 15, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the (project) DAC Diocese Bank Stabilization.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include significant sediment removal upstream and downstream per Exhibit 1. The City will procure additional permitting for project.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER 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 ENGINEER to provide construction assistance services in the form of submittal review, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits if requested by the CITY.

2. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed June 13, 2024	\$ 37,000.00
<u>Amendment No. 1</u>	<u>\$...9,854.00</u>

Revised Total Contract Amount	\$ 46,854.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 21 days from Notice to Proceed.

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.

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

OWNER:

City of Broken Arrow, a Municipal Corporation

By: *Michael L. Spurgeon*
Michael L. Spurgeon, City Manager

Date: 3/5/25

CONSULTANT:

Keithline Engineering Group, PLLC

By: *Daniel A. Keithline*
Daniel A. Keithline, President

Date: 3-4-2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: *Curtis Green*

City Clerk [Seal]

Date: 3/7/2025



Attest: *Jim Umdenstock*

Jim Umdenstock, Manager

Date: 3-4-2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 3rd day of March, ~~2019~~ 2025, TK
personally appeared Daniel A. Keithline, known to be to be the (President) of Keithline
Engineering Group, PLLC, and to be the identical person who executed the within and
foregoing instrument, and acknowledged to me that he/she executed the same as his/her
free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

06-27-2027

Teri Keithline
Notary Public



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AND
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**PROJECT NAME: DAC DIOCESE BANK STABILIZATION
PROJECT NO: SW24080**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with the southeast bank stabilization project the Original Agreement, Amendment 1 adds the grading and surface protection and normalize the upstream and downstream bridge box culvert remove significant sediment, protect surfaces with a filter blanket and riprap as shown on Exhibit 1. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

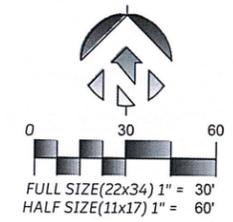
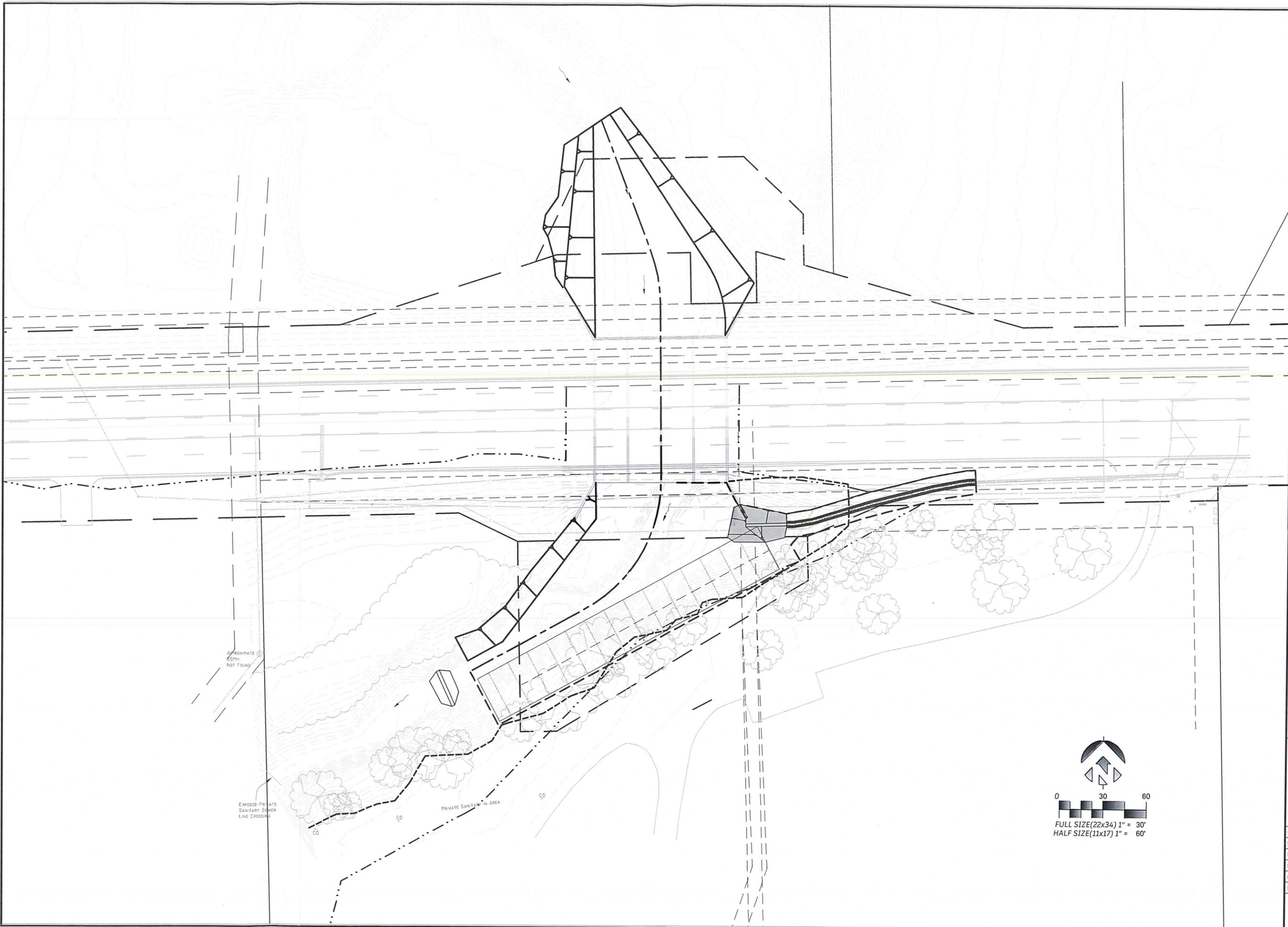
- 2.1. Furnish to Professional Service Provider all data in its possession and needed engineering guidance as necessary for the service provider to complete the contract requirements.
- 2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

- 3.1 The Professional Service Provider shall provide a finish grading template with an agreed Base Bid to Stabilize the southeast bank adjacent to the Dioceses and 3 alternates to improve the upstream and downstream bridge box stream protection.
- 3.2 Services include a site visit, field measurements, providing a grading plan with new surface protection as alternates to assure budget constraints per EXHIBIT 1 and EXHIBIT 2.
- 3.3 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

S:\1_Projects\20_Broken Arrow\24.15_CAC Diocese Bank Stabilization\03.0_Plans_XS & Stnds\1.4_Exhibits\Exhibit 3 - Base plus Alternates.dwg, 2/17/2025 11:52:18 AM



PRELIMINARY
 "This document is preliminary in nature, and is not a final signed and sealed document."

Plans and Estimates Prepared by:
KE KEITHLINE ENGINEERING GROUP
 8556 E. 101ST ST., STE C TULSA, OKLAHOMA 74133 (918) 369-7911

REVISION	BY	DATE



DAC DIOCESE BANK STABILIZATION
 SW24080

CITY OF BROKEN ARROW, OKLAHOMA
 ENGINEERING SERVICES DEPARTMENT

PROPOSED LAYOUT FOR
 EXPANDED
 ENGINEERING SCOPE

PROJECT #	N/A
SURVEY	N/A
DESIGNED	DAK
DRAWN	ZLM
ATLAS PAGE NO.	N/A
DATE	FEBRUARY 17, 2025

EXHIBIT 1

ENGINEER'S CONSTRUCTION ESTIMATE OPINION - EXHIBIT 2

DATE: 2/17/2025

**DAC DIOCESE BANK STABILIZATION
SW 24080**

REFERENCE: EXPANDED PROJECT SCOPE PER FIELD MEETING (2.14.2025)

OWNER / CONTACT: City of Broken Arrow

Calendar Days:

ENGINEER / CONTACT: Keithline Engineering Group, PLLC / Dan Keithline, P.E., S.E.

PAY ITEM NO.	ODOT SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
BASE BID - ORIGINAL CONTRACT						
1	201(A)1200	CLEARING AND GRUBBING	LSUM	1	\$20,000.00	\$20,000.00
2	202(A)2200	UNCLASSIFIED EXCAVATION	CY	1055	\$24.00	\$25,320.00
3	202(E)2600	SELECT BORROW	CY	50	\$65.00	\$3,250.00
4	202(F)2700	EMBANKMENTS	CY	121	\$50.00	\$6,050.00
5	205(A)6200	TYPE A-SALVAGED TOPSOIL	LSUM	1	\$3,000.00	\$3,000.00
6	209 9100	MACHINE GRADING (FINE)	LSUM	1	\$10,000.00	\$10,000.00
7	220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$2,000.00	\$2,000.00
8	221(B)2300	TEMPORARY SILT FENCE	LF	1000	\$4.00	\$4,000.00
9	221(F)2720	TEMPORARY ROCK FILTER DAM TYPE 3	CY	22	\$310.00	\$6,820.00
10	230(A)7200	SOLID SLAB SODDING	SY	414	\$10.00	\$4,140.00
11	232(A)9200	SEEDING METHOD A	AC	0.12	\$3,000.00	\$360.00
12	240(A)2230	REMOVING TREES 25" & MORE IN DIAMETER	EA	2	\$1,500.00	\$3,000.00
13	509(D)0500	CLASS C CONCRETE (CONCRETE DITCH)	CY	7	\$600.00	\$4,200.00
14	601(A)1100	TYPE I PLAIN RIPRAP	TON	194	\$67.00	\$12,998.00
15	601(B)1200	TYPE I PLAIN RIPRAP WITH FILTER BLANKET	TON	107	\$110.00	\$11,770.00
16	641 2110	MOBILIZATION	LSUM	1	\$20,000.00	\$20,000.00
17	880(J)7110	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$3,000.00	\$3,000.00
18	SPEC 1	FLEXAMAT PLUS	SY	1065	\$100.00	\$106,500.00
19	SPEC 2	GRIPPLE EARTH PERCUSSION ANCHORS (6FT LONG)	EA	718	\$26.00	\$18,668.00
20	SPEC 3	U-ANCHOR	EA	1901	\$4.00	\$7,604.00
21	SPEC 4	TEMPORARY LOW WATER CREEK ACCESS	LSUM	1	\$9,000.00	\$9,000.00
BASE BID TOTAL:						\$281,680.00

ALTERNATE #1 - SEDIMENT REMOVAL AND GRADING ONLY (DOWNSTREAM WEST BANK & BOTTOM) (UPSTREAM WEST & EAST BANK & BOTTOM) (INSIDE OF RCB CELLS)						
22	202(A)2200	UNCLASSIFIED EXCAVATION (ALL UPSTREAM)	CY	550	\$24.00	\$13,200.00
23	202(A)2200	UNCLASSIFIED EXCAVATION (INSIDE RCB)	CY	846	\$24.00	\$20,304.00
24	202(A)2200	UNCLASSIFIED EXCAVATION (DOWNSTREAM WEST BANK & BOTTOM)	CY	700	\$24.00	\$16,800.00
25	209 9100	MACHINE GRADING (FINE)(ALL UPSTREAM)	LSUM	1	\$10,000.00	\$10,000.00
26	209 9100	MACHINE GRADING (FINE)(DOWNSTREAM WEST BANK)	LSUM	1	\$2,000.00	\$2,000.00
27	SPECIAL	ACCESS ROAD (Construct, Remove, Rehab)	LSUM	1	\$10,000.00	\$10,000.00
ADD ALTERNATE #1 TOTAL:						\$72,304.00

ALTERNATE #2 - SOLID SLAB SOD ON EMBANKMENTS						
27	230(A)7200	SOLID SLAB SODDING (UPSTREAM WEST BANK)	SY	350	\$10.00	\$3,500.00
28	230(A)7200	SOLID SLAB SODDING (UPSTREAM EAST BANK)	SY	272	\$10.00	\$2,720.00
29	230(A)7200	SOLID SLAB SODDING (DOWNSTREAM WEST BANK)	SY	280	\$10.00	\$2,800.00
ADD ALTERNATE #2 TOTAL:						\$9,020.00

ALTERNATE #3 - RIPRAP AT APRONS ONLY						
30	601(A)1100	TYPE I PLAIN RIPRAP (UPSTREAM APRON)	TON	581	\$67.00	\$38,927.00
31	601(A)1100	TYPE I PLAIN RIPRAP (DOWNSTREAM APRON)	TON	581	\$67.00	\$38,927.00
ADD ALTERNATE #3 TOTAL:						\$77,854.00

ALTERNATE #4 - RIPRAP AT EMBANKMENTS						
32	601(A)1100	TYPE I PLAIN RIPRAP W/ FILTER BLANKET (UPSTREAM WEST BANK)	TON	585	\$110.00	\$64,350.00
33	601(A)1100	TYPE I PLAIN RIPRAP W/ FILTER BLANKET (UPSTREAM EAST BANK)	TON	459	\$110.00	\$50,490.00
34	601(A)1100	TYPE I PLAIN RIPRAP W/ FILTER BLANKET (DOWNSTREAM WEST BANK)	TON	469	\$110.00	\$51,590.00
ADD ALTERNATE #4 TOTAL:						\$114,840.00

ENGINEERS RECOMMENDATION	
BASE BID TOTAL:	\$281,680.00
ADD ALTERNATE #1 TOTAL:	\$72,304.00
ADD ALTERNATE #3 TOTAL:	\$77,854.00
ADD ALTERNATE #4 TOTAL:	\$114,840.00
TOTAL:	\$546,678.00