

**AMENDMENT NO. 2
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. 2**, 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 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 study the upstream portion of the East Branch of Haikey Creek and to provide drainage improvement recommendations.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 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 study the upstream portion of the East Branch of Haikey Creek, beginning at the Union Pacific railroad crossing downstream of Houston St. and ending upstream of Dallas St., provide drainage improvement recommendations for the channel and culvert crossings, provide

proposed detention pond modifications in Haskell Park, provide modifications to an adjacent residential lot with a proposed storm sewer under Dallas St., and provide conceptual construction cost estimates for recommended improvements 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
Amendment No. 1, not to exceed	\$	6,500
<u>Amendment No. 2, lump sum</u>	<u>\$</u>	<u>109,200</u>

Revised Total Contract Amount \$ 241,700

3. AMENDED PROJECT SCHEDULE

See Addendum D for the schedule for Amendment No. 2.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 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 2 TO
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BETWEEN
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SCOPE OF SERVICES

1.0 PROJECT UNDERSTANDING

CONSULTANT shall perform a drainage study of the upstream portion of the East Branch of Haikey Creek, beginning at the Union Pacific railroad crossing downstream of Houston St. and ending upstream of Dallas St, provide drainage improvement recommendations for the channel and culvert crossings, provide proposed detention pond modifications in Haskell Park, provide modifications to the adjacent residential lot at 401 E. Dallas St. with a proposed storm sewer under Dallas St., and provide conceptual construction cost estimates for recommended improvements.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the survey, perform an existing drainage analysis, perform a hydraulic analysis of proposed improvements to the channel and culvert crossings, provide proposed detention pond modifications in Haskell Park, provide modifications to an adjacent residential lot at 401 E. Dallas St. in conjunction with a proposed storm sewer under Dallas St., and provide conceptual construction cost estimates for recommend improvements.

CONSULTANT shall provide consulting services as follows:

- Survey Services and Coordination
- Hydrologic and Hydraulic Analysis
- Schematic Design for Channel, Culvert and Grading Improvements
- Conceptual Construction Cost Estimates for Recommended Improvements

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 HASKELL PARK TOPOGRAPHIC 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 of the project including the establishment of reference points and benchmarks where topographic features are being surveyed for grading and drainage design. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
 - 3.2.2 Conduct limited topographical field survey for design of the project. Reference attached Exhibit 1 – Survey Site, where the red area denotes the topography survey limits.
 - 3.2.3 Submit one (1) drawing on electronic media (AutoCAD 2022 version or newer preferred) of the final survey.
- 3.3 DRAINAGE STUDY SURVEY: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:
- 3.3.1 Establish horizontal and vertical control necessary for the design 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.
 - 3.3.2 Conduct limited topographical field survey, including topographical and boundary, as necessary, for design of the project. Reference attached Exhibit 1 – Survey Site, where the yellow area denotes the survey limits.
 - 3.3.3 Obtain finish floor elevations for all adjacent buildings to the survey corridor along with lowest adjacent ground elevation.
 - 3.3.4 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.
 - 3.3.5 Determine existing right-of-way, property lines and easements along survey corridor.
 - 3.3.6 Submit one (1) drawing on electronic media (AutoCAD 2022 version or newer preferred) of the final survey.
- 3.4 EXISTING DRAINAGE ANALYSIS: 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 Prepare an existing drainage analysis for the headwaters of East Branch Haikey Creek (East Branch) located within the Barry Dayton-Medallion Subdivision in Broken Arrow, OK (City). The purpose of this analysis is to determine the limits of the floodplain associated with the 20%-, 10%-, 4%-, 2%-, and 1%-chance storm events (Design events) along the subject reach of East Branch. For this analysis, the subject reach will extend from existing stream crossing at the railroad located near 81st St. extending upstream to a point approximately 100 feet upstream of Dallas St.
 - 3.4.2 Delineate the watershed for the subject reach of East Branch using the best available aerial topographic data and record drawings. An existing-condition hydrologic model will be developed using the Unit Hydrograph method and HEC-HMS hydrologic modeling software. The East Branch watershed will be subdivided into up to five sub-basins as part of this task. For this analysis, a fully urbanized watershed condition will be assumed. The hydrologic model will incorporate the existing detention effects created by the storm headwall in Haskell Park. Elevation-storage relationships for the pond area will be based on existing topographic data prepared in the HASKELL PARK DETENTION ANALYSIS. Using this hydrologic model, CONSULTANT will determine the peak design flows along the subject reach of East Branch.
 - 3.4.3 Prepare an existing condition hydraulic model of the subject reach of East Branch using HEC-RAS hydraulic modeling software. Cross sections will be spaced at approximately 100–200-foot intervals, with geometry based on existing topographic data and supplemented by available aerial topography. Up to five existing stream crossings will be modeled as part of this task. CONSULTANT will also map the extent of the existing 10% and 1%-annual chance floodplains associated with East Branch.
 - 3.4.4 Prepare one Drainage Area Map and up to two Hydraulic Workmaps, which will include cross-section locations and floodplain limits.
- 3.5 PROPOSED HYDRAULIC ANALYSIS: 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 Prepare a proposed condition hydraulic model of the subject reach of East Branch by updating the existing condition model with schematic-level grading and proposed culvert crossings. Up to two iterations of the proposed condition hydraulic modeling will be performed to improve the conveyance capacity of East Branch. Proposed improvements are anticipated to include grading updates, concrete lining, and resizing of up to five culvert crossings. CONSULTANT will analyze impacts to velocity and water surface elevations in East Branch.
 - 3.5.2 Prepare up to two Hydraulic Workmaps, which will include cross-section locations, proposed improvement schematics, and proposed floodplain limits. Detailed channel grading is not included in this scope.
- 3.6 PROPOSED HASKELL PARK DETENTION ANALYSIS: 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 Perform a one-time evaluation of the potential for expanded detention within the existing open space area in Haskell Park. This evaluation will be based on a schematic-level grading plan and modification to the existing headwall. CONSULTANT will attempt to size the expanded pond to reduce peak flows in East Branch.
- 3.6.2 Prepare one schematic Pond Plan sheet. The plan sheet will include approximate grading locations and outfall structure sizing only.
- 3.7 PROPOSED RESIDENTIAL LOT/STORM PIPE DETENTION ANALYSIS: 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 Perform a one-time evaluation of the potential for expanded detention within the residential lot provided at 401 E. Dallas St. and a proposed storm sewer that could be installed under the north lane of Dallas St. This evaluation will be based on a schematic-level grading plan for the lot and the best-fit storm sewer under Dallas St. CONSULTANT will maximize the lot grading and storm sewer size to reduce peak flows in East Branch.
 - 3.7.2 Prepare one schematic Lot Grading Plan sheet. The plan sheet will include approximate grading locations only.
- 3.8 DRAINAGE STUDY SUBMITTAL: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:
 - 3.8.1 Prepare a Drainage Study submittal based on the hydrologic and hydraulic models prepared as part of Sections 3.4 – 3.7. CONSULTANT anticipates the submittal will consist of the following items:
 - Memorandum
 - Drainage Area Maps
 - Land Use Maps
 - Hydrologic Calculations
 - Hydraulic Workmaps
 - Schematic Level Grading Plans and Outfall Size Detail
 - Digital Files (HEC-RAS & HEC-HMS) Models
 - 3.8.2 Submit PDF Draft of Drainage Study.
 - 3.8.3 Attend a meeting with the OWNER to review the DRAFT Drainage Study and provide meeting minutes.
 - 3.8.4 Submit PDF of Final Drainage Study.
- 3.9 CONCEPTUAL CONSTRUCTION COST ESTIMATES: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:
 - 3.9.1 Prepare conceptual construction cost estimates for recommended improvements provided in the Final Drainage study. Improvements may include culverts, headwalls, channel grading, concrete channel liner, pavement removal and replacement, grading, outfall structure, and other pertinent items. Cost estimates will contain a 25% contingency and will be organized by street crossings and associated downstream channel

improvements.

3.9.2 Submit PDF of conceptual construction cost estimates.

3.10 FINAL DESIGN PHASE MODIFICATIONS: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:

3.10.1 Incorporate and design into the Final Plans the recommended improvements as selected by the OWNER on Dallas St., including improvements to the culvert, headwalls, drainage channel transitions, grading for the lot at 401 E. Dallas St., and the additional storm sewer under Dallas St.

3.10.2 CONSULTANT assumes culvert and headwalls shall utilize existing Oklahoma Department of Transportation (ODOT) and/or Texas Department of Transportation (TxDOT) standard details. Custom design of an RCB or headwall will be considered an additional service.

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**ATTACHMENT B
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ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 DRAINAGE STUDY: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 1.1 Memorandum;
- 1.2 Drainage Area Maps;
- 1.3 Land Use Maps;
- 1.4 Hydrologic Calculations;
- 1.5 Hydraulic Workmaps;
- 1.6 Schematic Level Grading Plans and Outfall Size Detail;
- 1.7 Digital Files (HEC-RAS & HEC-HMS Models).

2.0 CONCEPTUAL CONSTRUCTION COST ESTIMATES: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Conceptual Construction Cost Estimates.

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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 Haskell Park Topographic Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,200 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Drainage Study Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$36,400 for the completion of the Topographic/Boundary Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services..
- 1.3 Existing Drainage Analysis Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$12,500 for the completion of the Existing Drainage Analysis. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Proposed Hydraulic Analysis Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,500 for the completion of the Proposed Hydraulic Analysis. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Proposed Haskell Park Detention Analysis Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,400 for the completion of the Proposed Haskell Park Detention Analysis. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Proposed Residential Lot/Storm Pipe Detention Analysis Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,400 for the completion of the Proposed Residential Lot/Storm Pipe Detention Analysis. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.7 Drainage Study Submittal Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$10,500 for the completion of the Proposed Drainage Study. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.8 Conceptual Construction Cost Estimates Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$12,700 for the completion of the Conceptual Construction Cost Estimates. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.9 Final Design Phase Modifications Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$15,600 for the completion of the Final Design Phase Modifications. 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 DRAINAGE STUDY:

- 1.1 Notice to Proceed:
- 1.2 Haskell Park/Drainage Study Surveys: 28 calendar days
- 1.3 Preparation of Existing Drainage Analysis: 21 calendar days
- 1.4 Preparation of Proposed Hydraulic Analysis: 14 calendar days
- 1.5 Preparation of Proposed Haskell Park/Residential Lot/Storm Pipe Detention Analysis: 14 calendar days
- 1.6 Preparation of Draft Drainage Study: 14 calendar days
- 1.7 OWNER Draft Drainage Study Review: 14 calendar days
- 1.8 Preparation of Final Drainage Study: 14 calendar days
- 1.9 Preparation of Conceptual Construction Cost Estimates: 21 calendar days
- 1.7 Total: 140 calendar days

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