

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FREESE AND NICHOLS, INC.
FOR
HOUSTON STREET WIDENING FROM 9TH STREET TO OLD HIGHWAY 51
PROJECT NO. ST1926**

THIS **AMENDMENT NO. 3**, 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 Freese and Nichols, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated the 1st day of September, 2020 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for Houston Street widening from 9th Street to Old Highway 51.

WHEREAS, Amendment No. 1 amended said ORIGINAL AGREEMENT to expand the project scope, compensation, and deliverables to an Oklahoma Department of Transportation (ODOT) deliverable project.

WHEREAS, Amendment No. 2 amended said ORIGINAL AGREEMENT and Amendment No. 1 to expand the project scope, compensation, and deliverables to split the plans into two separate projects at the 23rd Street intersection with the east project funded utilizing 100% City of Broken Arrow funds and the west project funded utilizing a combination of City of Broken Arrow funds and federal funds administered by the Oklahoma Department of Transportation.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT, Amendment No. 1, and Amendment No. 2 to expand the project scope, compensation, and deliverables to add design of water line relocation plans for the entire length of the east project and make certain scope changes to the project.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1, No. 2, and No. 3 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:

AGREEMENT SUMMARY

4.0 Agreement Summary – Add the following:

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

Original Contract Amount executed September 1, 2020	\$369,158.00
Amendment 1 Amount executed May 3, 2023	\$43,372.00 (LUMP SUM)
Amendment 2 Amount executed July 15, 2024	\$230,630.00 (LUMP SUM)
Amendment 3 Task 12 Amount	\$58,791.00 (LUMP SUM)
Revised Total Contract Amount	\$701,951.00

ATTACHMENT A – SCOPE OF SERVICES

3.0 SCOPE OF SERVICES - Add the following:

3.15 WATER LINE RELOCATION PLANS FOR HOUSTON STREET FROM 23RD STREET TO OLD HIGHWAY 51: The CONSULTANT design of water line relocation plans beginning at the east leg of the 23rd Street intersection and ending approximately 450 feet west of SH-51. The design will include approximately 2,600 linear feet of 12" PVC water line and replacement of water main crossings at 24th Street and at Old Highway 51. City standard details and specifications are anticipated to be utilized. City will prepare and submit ODEQ Construction Permit, including any hydraulic modeling if needed, and will be responsible for the associated permitting fee. Design will include the following:

3.15.1 WATER LINE CONCEPTUAL (30%) DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks.

3.15.1.1 Coordination meeting with City staff.

3.15.1.2 Conceptual Plan Development including the following sheets:

- 30% Plan & Profile Sheets

3.15.1.3 Submit Preliminary Design Plans to CITY for review and comment.

3.15.1.4 Conceptual (30%) Plan Review Meeting for coordination prior to moving into Final Design.

3.15.1.5 Subsurface Utility Coordination. Engineer will provide a PDF and/or Microstation CADD files of Conceptual Plans to known franchised utility companies with facilities located within the project area and request each company identify the location, including depth, of each utility. The owner of each utility will be responsible for

verifying existing utility clearance or relocation of utilities to provide clearance for construction.

- 3.15.2 WATER LINE FINAL (90%) DESIGN PHASE: Following completion of the Conceptual Water Line Design Phase, the Consultant will continue to progress the plans to Final PS&E Design including the following tasks:
- 3.15.2.1 Address and incorporate comments received from CITY on the Conceptual Design Finalize utility relocation coordination as necessary.
 - 3.15.2.2 Advance the Conceptual Design plans to the 90% level. In the 90% plans the following sections will be submitted:
 - Pay Quantities & Notes (Water Line)
 - Quantity Summary Sheets
 - Plan & Profile Sheets
 - Connection Details
 - 3.15.2.3 Prepare Final (90%) Design Opinion of Probable Construction Cost (OPCC)
 - 3.15.2.4 Final (90%) Design QC Reviews
 - 3.15.2.5 Address Final (90%) Design QC Comments
 - 3.15.2.6 Submit Final (90%) Design plans to CITY
 - 3.15.2.7 Final (90%) Plan Review Meeting.
 - 3.15.2.8 Address and incorporate comments received from the CITY on the Final (90%) Design
 - 3.15.2.9 Final PS&E (100%) OPCC
 - 3.15.2.10 Final PS&E (100%) QC Reviews
 - 3.15.2.11 Address Final PS&E (100%) QC Comments
 - 3.15.2.12 Incorporate the Water Line Final PS&E Design sheets into the Roadway Final PS&E Plans for submittal to the CITY.
- 3.15.3 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 E:
- 3.15.3.3 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).
 - 3.15.3.4 Attend and conduct a pre-bid conference as required by Owner.
 - 3.15.3.5 Serve as the technical question point of contact to answer requests for information during bidding and prepare any necessary addenda or revised plan sheets as required to clarify Contract documents.
 - 3.15.3.6 Assist in preparing addenda and addenda plan sheets, as required.
- 3.15.4 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:

- 3.15.4.3 Incorporate changes into the drawings and produce Record Drawings.
 - 3.15.4.4 Submit record drawings on electronic media (AutoCAD preferred and pdf).
 - 3.15.4.5 Submit any revisions to the Design Manual caused by construction changes.
- 3.15.5 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.
- 3.16 The ORIGINAL AGREEMENT, Amendment No. 1, and Amendment No. 2 shall remain in place, while Amendment 3 expands the project scope, compensation, and deliverables to split the project into two projects.

ATTACHMENT C – COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION - Add the following:

- 1.12 Task 12. WATER LINE RELOCATION PLANS FOR HOUSTON STREET FROM 23RD STREET TO OLD HIGHWAY 51: The OWNER shall pay the CONSULTANT a lump sum amount of **\$58,791.00** for the completion of the Water Line Relocation Plans for Houston Street from 23rd Street to Old Highway 51 Scope Changes (See added Section 3.15 under Attachment A section of this Amendment). This amount includes all labor, material, overhead, and profit associated with the Scope of Services.

ATTACHMENT E – PROJECT SCHEDULE – Add the following:

12.0 WATER LINE RELOCATION PLANS FOR HOUSTON STREET FROM 23RD STREET TO OLD HIGHWAY 51: 60 Days

- 12.1 Notice to Proceed.
- 12.2 Prepare and Submit Preliminary (30% Working) Plans.
- 12.3 Owner Review.
- 12.4 Prepare and Submit Final (90%)
- 12.5 Owner Review
- 12.6 Prepare and Submit 100% (Final PS&E) Plans with Roadway Final PS&E Plans

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