

**AMENDMENT NO. 2
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. 2**, made and entered into this _____ day of July 2024, 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, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT and Amendment No. 1 to expand the project scope, compensation, and deliverables to split the project into two projects and make certain scope changes to the project.

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

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)
Task 10 – Houston Street 23 rd to Highway 51	\$142,240.00 (LUMP SUM)
Task 11 – Houston Street 9 th to 23 rd	\$88,390.00 (LUMP SUM)
Revised Total Contract Amount	\$643,160.00

ATTACHMENT A – SCOPE OF SERVICES

3.0 SCOPE OF SERVICES - Add the following:

- 3.12 HOUSTON STREET FROM 23RD STREET TO OLD HIGHWAY 51: The CONSULTANT shall split the plans into two separate projects. To accomplish this split will require modifications to the ORIGINAL AGREEMENT for Preliminary and Final Design, Assistance During Bidding, Project Closeout, and Construction Assistance. Design of this project shall begin at the east leg of the 23rd Street intersection and end approximately 450 feet west of SH-51. The project will be funded utilizing 100% City of Broken Arrow funds. This project will be redesigned as a 5-lane curb & gutter section with storm sewer instead of the currently designed 3-lane open ditch section. Design will include the following:

- 3.12.1 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks.

- 3.12.1.1 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.
- 3.12.1.2 Perform preliminary roadway geometric layout and design.
- 3.12.1.3 Prepare preliminary construction plans and details, including public utility relocations, as necessary for proposed project.
- 3.12.1.4 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.
- 3.12.1.5 Conduct coordination with private and public utility companies.
 - 3.12.1.5.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.

- 3.12.1.5.2 Review relocation plans and proposals submitted by private utilities and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
- 3.12.1.5.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.12.1.6 Prepare preliminary special provisions.
- 3.12.1.7 Prepare preliminary quantity estimate.
- 3.12.1.8 Prepare preliminary construction cost estimate using 15% contingency.
- 3.12.1.9 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.
- 3.12.1.10 The Preliminary Design Phase submittal shall include:
 - Title Sheet
 - Pay Quantities and Pay Item/General Notes
 - Typical Sections
 - Quantities and Miscellaneous Summaries
 - Summary of Drainage Structures
 - Hydraulic Design Summary
 - Right of Way Map with proposed right of way
 - Drainage Area Map
 - Survey Data Sheet (If provided by the City)
 - Plan and Profiles Roadway
 - Plan and Profiles Storm Drainage
 - Signing and Striping
 - Erosion Control
 - Construction Sequencing
 - Public Utility Relocation Sheet, as necessary
 - Special Details Sheets, as necessary
 - Cross Section Sheets
- 3.12.1.11 Preliminary Design Review.
- 3.12.1.12 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.
- 3.12.2 FINAL DESIGN PHASE: Following submittal of the Preliminary Design, the Consultant will continue to progress the plans to Final PS&E Design including the following tasks in accordance with the schedule provided in Attachment E:
 - 3.12.2.1 Conduct all necessary design functions required to complete the final design phase of the project.
 - 3.12.2.2 Finalize utility relocation coordination as necessary.
 - 3.12.2.3 Prepare and complete final design.
 - 3.12.2.4 Prepare detailed construction plans in conformance with appropriate drafting standards.
 - 3.12.2.5 Prepare final quantity estimates.
 - 3.12.2.6 Prepare final estimate of construction costs with a 10% contingency.

- 3.12.2.7 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.
- 3.12.2.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.12.2.9 Submit six (6) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
- 3.12.2.10 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
 - Hydraulic Design Summary
 - Drainage Area Map
 - Storm Water Management Plan (SWP3)
 - Right-of-Way Map & Data
 - Survey Data Sheet (If provided by the City)
 - Plan and Profiles Roadway
 - Plan and Profiles Storm Drainage
 - Waterline Relocation Sheets, as necessary
 - Sanitary Sewer Relocation Sheets, as necessary
 - Intersection Details (tie-in to intersection plans by others)
 - Miscellaneous Details Sheet
 - Special Details, as needed
 - Signing & Striping
 - Erosion Control Plan
 - Construction Sequencing/Traffic Control
 - Cross Sections
 - Standard Construction Drawings
- 3.12.2.11 Final Design Review.
- 3.12.2.12 Attend a meeting with the CITY to review the Final PS&E Design submittal and provide meeting minutes.
- 3.12.2.13 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).
- 3.12.2.14 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

3.12.3 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:

- 3.12.3.1 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).
 - 3.12.3.2 Attend and conduct a pre-bid conference as required by Owner.
 - 3.12.3.3 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.
 - 3.12.3.4 Assist in preparing addenda and addenda plan sheets, as required.
- 3.12.4 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:
- 3.12.4.1 Incorporate changes into the drawings and produce Record Drawings.
 - 3.12.4.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).
 - 3.12.4.3 Submit any revisions to the Design Manual caused by construction changes.
- 3.12.5 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.
- 3.13 HOUSTON STREET FROM 9TH STREET TO 23RD STREET: Revise the remaining plan extents to develop a separate project hereinafter referred to as Houston Street from 9th Street to 23rd Street beginning approximately 400 feet east of 9th Street (Lynn Lane) and ending approximately 300 ft west of 23rd Street. The project will be funded utilizing a combination of City of Broken Arrow funds and federal funds administered by the Oklahoma Department of Transportation. This project will remain a 3-lane section with shoulders and open ditches where feasible and curb & gutter with storm sewer where needed. Re-Design will include the following:
- 3.13.1 From the beginning of the project to the RCB located at approximately Sta. 293+50, revise the horizontal alignment of the project to widen to the south. The alignment will then shift to widen to the north through the end of the project.
 - 3.13.2 Revise the typical sections and grading design to reduce the amount of curb & gutter and utilize open ditches where feasible.
 - 3.13.3 Revise the typical sections to show removal and replacement of the existing pavement.
 - 3.13.4 Revise the drainage design based on the revised horizontal alignment and revised grading design to reduce the amount of storm sewer for the project.

- 3.13.5 Revise the plans to only include sidewalk from the west end of project and ending at the existing sidewalks at approximately Sta. 274+00.
 - 3.13.6 Update Pay Quantity and Note Sheet, Right-of-Way Sheets, Plan and Profile (Roadway) Sheets, Striping Plan Sheets, Plan and Profile (Storm Drain) Sheets, Drainage Design Information, Construction Traffic Control Typical Sections, and Cross Section Sheets based on the changes listed above.
- 3.14 The ORIGINAL AGREEMENT and Amendment 1 shall remain in place, while Amendment 2 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:

- 1.10 Task 10. HOUSTON STREET FROM 23RD STREET TO OLD HIGHWAY 51: The OWNER shall pay the CONSULTANT a lump sum amount of **\$142,240.00** for the completion of the Houston Street from 23rd Street to Old Highway 51 Scope Changes (See added Section 3.12 under Attachment A section of this Amendment). This amount includes all labor, material, overhead, and profit associated with the Scope of Services.
- 1.11 Task 11. HOUSTON STREET FROM 9TH STREET TO 23RD STREET: The OWNER shall pay the CONSULTANT a lump sum amount of **\$88,390.00** for the completion of the Houston Street from 9th Street to 23rd Street Scope Changes (See added Section 3.13 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:

10.0 HOUSTON STREET FROM 23RD STREET TO OLD HIGHWAY 51: 120 Days

- 10.1 Notice to Proceed.
- 10.2 Prepare and Submit Preliminary (60% Working) Plans.
- 10.3 Owner Review.
- 10.4 Prepare and Submit 100% (Final PS&E) Plans.

11.0 HOUSTON STREET FROM 9TH STREET TO 23RD STREET: 60 Days

- 11.1 Prepare and submit revised 65% (R/W) Plans.

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

CONSULTANT:

Freese and Nichols, Inc.

By: _____
Debra Wimpee,
Mayor

By: Brandon Huxford
Brandon Huxford,
Principal/Vice President

Date: _____

Date: 7/3/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest:

Attest:

City Clerk [Seal]

Ricci Reding
Notary Public

Date: _____

Date: 7/3/2024

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 3 day of July, 2024, personally appeared Brandon Huxford, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Principal) of Freese and Nichols, Inc. 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:

03/21/2026



Ricci Reding
Notary Public