

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FREESE AND NICHOLS**

**PROJECT NAME: Preserve Park Adams Creek Erosion Mitigation
PROJECT NO. SW24070**

THIS **AMENDMENT NO. #1**, 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 "CITY", and Freese and Nichols Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated March 18, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER perform civil design work for stream bank stabilization along Adams Creek near Preserve Park in Broken Arrow, Oklahoma.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include evaluation of the existing pond abutting Adams Creek near Preserve Park using OWRB requirements for a hazard classification dam. Evaluations to include review of existing data, breach analysis for dam hazard classification, documentation of dam safety requirements, up to three (3) alternative remediation solutions including required permitting requirements, and creation of a preliminary design report summarizing findings, alternatives, and recommendations.

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, 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 revise the scope of services for the project to remove all phases of design and construction support related to the bank stabilization component. Specifically, the ENGINEER will not be performing the

Conceptual (30%), Preliminary (60%), Final (90%), or Construction (100%) design phases. In addition, bidding services and construction phase assistance. In place of these services, the ENGINEER will provide a Hazard Classification Assessment on a lump sum basis for \$60,623.00, along with additional as-needed services hourly not to exceed \$46,659.00 basis. These changes reflect a shift in project direction and are intended to align the scope with the client's updated priorities.

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 March 18, 2025	\$161,998.00
Billed Effort To Date	\$54,716.00
<u>Amendment No. 1 Reallocation</u>	<u>\$107,282.00</u>
Revised Total Contract Amount	\$161,998.00
Amendment No. 1 Total	\$0.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 180 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, City Manager

Date: _____

Attest: _____

City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:

Freese and Nichols, Inc.

By: _____
Keith Byrne, P.E., Associate

Date: 8/28/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Jeremy Rice, Associate

Date: 8/28/2025

VERIFICATION

State of Oklahoma
County of Oklahoma) §

Before me, a Notary Public, on this 28 day of August, 2025, personally appeared Keith Byrne, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Associate) 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:

3-21-2026
[Signature]
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
Freese and Nichols, Inc.
FOR
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SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 Transfer remaining fee to tasks specified in Amendment 1.
- 1.2 Hazard Classification Assessment: FNI shall provide professional services for this task as follows:
 - 1.2.1 Evaluate existing pond conditions with the City Design Criteria Manual to evaluate current drainage conditions to City requirements.
 - 1.2.2 Review existing HEC-HMS model and update as needed for hydraulic modeling inflow hydrographs. Develop a new HEC-RAS 2D model for hydraulic routing of the dam breach flood wave. The existing HEC-RAS 1D model may be referenced for pertinent data but will not be revised in this phase of the project. No LOMR, CLOMR, or floodplain permitting will be included in the current scope.
 - 1.2.3 Perform a dam breach analysis of the dam to determine dam hazard classification according to OWRB guidelines. Scenarios evaluated will include normal pool (sunny day) breach and a series of frequency flood events with and without breach. Inflow hydrographs for the model will be incorporated from the existing HEC-HMS model provided by City. Downstream model extents will be defined based on breach attenuation down to less than one foot incrementally between breach and non-breach scenarios.
 - 1.2.4 Determine design flood (% PMF) based on dam hazard classification and OWRB guidelines. Based on findings of the hazard classification analysis, coordinate with OWRB and City, as appropriate, to confirm findings and regulatory path forward.
 - 1.2.5 Develop up to three conceptual alternatives to bring the structure into compliance with OWRB guidelines. Alternatives will be developed to a level appropriate for decision-making purposes and will include planning-level cost estimates. Detailed modeling of the alternatives, permitting evaluation, and final design is not included in the current scope.
 - 1.2.6 Create a technical report summarizing findings, alternatives, permitting and dam safety requirements, cost estimates, and recommendations.

1.2.6.1 This scope includes addressing one (1) round of comments to the draft report and such comments will be incorporated into the final report submittal.

1.3 As Authorized Services: FNI shall provide professional services for this task as follows:

1.3.1 Facilitate additional data collection required for design of City selected alternative (i.e. geotechnical investigation)

1.3.2 Additional tasks deemed necessary by City

**ATTACHMENT B
TO
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ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 Hazzard Classification Assessment: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, Hazzard Classification Assessment report.
- 2.0 As Needed Services: This phase is separate from the project scope and shall be an hourly not to exceed, on an as-needed basis.

**ATTACHMENT C
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COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the Professional 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 Hazard Classification Assessment: The OWNER shall pay the CONSULTANT a lump sum amount of \$60,623.00 for the completion of the assessment. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 As Needed Services: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$46,659.00 for the completion of as needed as determined by the OWNER. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

**ATTACHMENT D
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PROJECT SCHEDULE

1.0 Amendment 1

- 1.1 Notice to Proceed: TBD
- 1.2 Hazzard Classification Assessment: 180 Calendar days from NTP
- 1.3 As-Needed Services: 180 Calendar days from NTP