

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CEC CORPORATION
FOR
PROJECT NAME: TIGER HILL RETAINING WALL
PROJECT NO. SW26060**

THIS **AMENDMENT NO. 1**, 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 "CITY", and CEC Corporation, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated January 21, 2026 "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) improvements to the Tiger Hill Retaining Wall.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation of Construction Documents for bidding purposes.

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 Documents, Bidding Assistance, and 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 January 21, 2026	\$ 37,000
<u>Amendment No. 1</u>	<u>\$ 41,000</u>
Revised Total Contract Amount	\$ 78,000

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 90 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

CONSULTANT:

CEC Corporation

By: _____

Michael L. Spurgeon, City Manager

By: _____

Name: Doug Glenn
Office: President

Date: _____

Date: 7-20-26



(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Attest: _____

Name: Amber D. Steel
Office: Controller

Date: _____

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 20th day of July, 2026, personally appeared Doug Glenn, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of CEC Corporation, 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:

10-13-29
[Signature]
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CEC CORPORATION
FOR
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PROJECT SW26060**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Construction Documents

- 1.1.1 Construction documents will include the design for the reconstruction of the concrete drainage channel and inlet repair above the upper Tiger Hill retaining wall. Concrete drainage channel size will be a 2-foot wide bottom and 6-inch depth for the west drainage area and a 4-foot wide bottom and 1-foot depth for the east drainage area. The existing inlets at either end of the concrete drainage channel will have the upper portions reset. The eroded areas behind the existing retaining wall at the east end will be filled. The slope above the reconstructed concrete drainage channel will be regraded and have turf reinforcement mat installed.
- 1.1.2 Submit three (3) copies of the Preliminary Design Plans (60%) with construction cost estimate to the CITY for review.
- 1.1.3 Perform one (1) site visit to verify plan design
- 1.1.4 Upon acceptance of the Preliminary Design Plans, CEC will begin preparation of the Final Design Plans (90%).
- 1.1.5 Submit three (3) copies of the Final Design Plans with construction cost estimates to the CITY for review.
- 1.1.6 Attend up to two (2) design review meetings with the City of Broken Arrow.
- 1.1.7 Attend one (1) Public meeting, if required.
- 1.1.8 Prepare special technical specifications as needed.
- 1.1.9 Upon acceptance of the Final Design Review Plans, CEC will provide final signed and sealed plans and specifications
- 1.1.10 Submit plans and any required corrections to the City of Broken Arrow permitting department for approval, all permitting fees will be waived by the CITY.

1.2 Bidding Phase

- 1.2.1 Attend and assist with one (1) pre-bid conference
- 1.2.2 Address contractor's questions and issue addenda, as needed.
- 1.2.3 Prepare bid tabulation
- 1.2.4 Assist CITY in evaluating the bids and awarding the contract.

1.3 Construction Administration Phase

- 1.3.1 Attend one (1) pre-construction meeting with the successful contractor.
- 1.3.2 Answer general construction questions.
- 1.3.3 Review construction submittals
- 1.3.4 Final Walk-through
- 1.3.5 Preparation of Record Drawings

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 PRELIMINARY DESIGN PLANS: The CONSULTANT shall submit in-full Preliminary Design Plans (60%) for review. It can be submitted via email, data download, or memory stick.
- 2.0 FINAL DESIGN PLANS: The CONSULTANT shall submit in-full Preliminary Final Design Plans (90%) for review. It can be submitted via email, data download, or memory stick.
- 3.0 CONSTRUCTION DOCUMENTS: The CONSULTANT shall submit in-full signed and sealed construction documents for bidding. It can be submitted via email, data download, or memory stick.
- 4.0 PERMIT: The CONSULTANT shall submit in-full construction documents to the City of Broken Arrow permitting department via the Permit Portal. All associated permitting fees will be waived by the CITY.
- 5.0 RECORD DRAWINGS: The CONSULTANT shall submit in-full all Record Drawings. It can be submitted via email, data download, or memory stick.

**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 Preliminary Design Fee: The OWNER shall pay the CONSULTANT a lump sum amount of \$16,000 for the completion of the Preliminary Design. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.2 Final Design Fee: The OWNER shall pay the CONSULTANT a lump sum amount of \$13,000 for the completion of the Final Design. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.3 Bidding Phase Fee: The OWNER shall pay the CONSULTANT a lump sum amount of \$2,000 for the completion of the Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.4 Construction Administration Phase Fee: The OWNER shall pay the CONSULTANT a hourly fee bill in accordance with Addendum 1 not to exceed \$10,000 for Construction Administration. 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 PRELIMINARY DESIGN PLANS:
 - 1.1 Notice to Proceed: TBD
 - 1.2 Prepare and Submit Preliminary Plans: 4 Weeks
 - 1.3 Owner Review: 2 Weeks
- 2.0 FINAL DESIGN PLANS:
 - 2.1 Notice to Proceed: TBD
 - 2.2 Prepare and Submit Final Plans: 4 Weeks
 - 2.3 Owner Review: 2 Weeks
- 3.0 CONSTRUCTION DOCUMENTS AND PERMITTING:
 - 3.1 Notice to Proceed: TBD
 - 3.2 Prepare and Submit Construction Documents: 2 Weeks
- 4.0 RECORD DRAWINGS: To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.

**ADDENDUM 1
TO
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CEC OKLAHOMA MUNICIPAL RATE SCHEDULE 2026

Practice Leader	\$278.00 per hour
Department Manager	\$270.00 per hour
Senior Engineer (PE)	\$251.00 per hour
Project Engineer (PE)	\$169.00 per hour
Graduate Engineer	\$131.00 per hour
Senior Designer	\$161.00 per hour
Designer	\$106.00 per hour
Senior Assistant	\$130.00 per hour
Administrative Assistant	\$106.00 per hour