
MEMO

APPROVED
08/10/2020



DATE: July 23, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Amendment 6 – Dewberry Engineers, Inc.

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Amendment 6 to the Professional Engineering Services Agreement between the Board of County Commissioners on behalf of the Tulsa County Engineering Department and Dewberry Engineers, Inc., originally approved and executed on August 20, 2007, CMF# 207780.

This amendment is to expand the scope of the original agreement to include development of floodplain comparison maps for Garnett Road between 81st and 101st Streets as further described in the attached and is respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The August 10, 2020 BOCC meeting agenda.

CMF# 20201973



Dewberry Engineers Inc.
1350 South Boulder, Suite 600
Tulsa, OK 74119

918.587.7283
918.587.0071 fax
www.dewberry.com

APPROVED
08/10/2020

July 20, 2020

Alex Mills, P.E.
County Engineer
500 South Denver, Room 312
Tulsa, OK 74103

Re: Widening of Garnett Road, from 81st Street South through 101st Street
Amendment No. 6
Dewberry Project No. 50008541/50118855

Dear Mr. Mills:

Enclosed are two copies of Amendment No. 6 to the Engineering Services Agreement on the above referenced Project. Both copies of this document have been executed by an authorized representative of Dewberry.

Once approved by the Board of County Commissioners and executed by the County, please return one copy of this Amendment to this office for our records.

Sincerely,
Dewberry Engineers Inc.

Robert L. Edwards, P.E.
Project Manager

RLE:rl

File - 50008541

CMF# 20201973

AMENDMENT NO. 6
to
AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
GARNETT ROAD, 81ST STREET THROUGH 101ST STREET

APPROVED
08/10/2020

This AMENDMENT NO. 6 to Agreement for Professional Engineering Services is made and entered into this 10th day of August, 2020 between Tulsa County in the State of Oklahoma, hereinafter referred to as COUNTY, and Dewberry Engineers Inc., hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, COUNTY and ENGINEER entered into an AGREEMENT dated August 20, 2007, under which the ENGINEER was to provide professional engineering services in connection with the PROJECT; and

WHEREAS, COUNTY requires additional professional design services in connection with the PROJECT, hereinafter referred to as the AMENDMENT NO. 6, and

WHEREAS, funding is available for payment of the ENGINEER for providing the additional services under this AMENDMENT No. 6.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT as described in Attachment A, SCOPE OF PROJECT shall be amended as described in Attachment A-6, which is attached hereto and incorporated, by reference as part of this AMENDMENT.
- 2.0 SERVICES: ENGINEER shall perform the SERVICES described in Attachment B-6, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT.
- 3.0 COMPENSATION: the COUNTY and the ENGINEER agree that the ENGINEER shall be compensated for these additional services in accordance with Attachment D-6, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT.

CMF# 20201973

As set forth in the AGREEMENT, AMENDMENT No. 1, 2, 3, 4, 5 and No. 6 the total maximum billing amount is **Three Hundred Eighty-Eight Thousand Eight Hundred Six Dollars and 32 cents (\$388,806.32)**, which amount shall not be exceeded without further written authorization by the COUNTY.

	Cost	Execution Date
AGREEMENT	\$276,463.38	August 20, 2007
AMENDMENT No. 1	\$34,210.00	June 1, 2011
AMENDMENT No. 2	\$7,982.94	February 11, 2018
AMENDMENT No. 3	\$9,150.00	May 15, 2014
AMENDMENT No. 4	\$34,000.00	June 29, 2015
AMENDMENT No. 5	\$12,000.00	October 14, 2019
AMENDMENT No. 6	\$15,000.00	
<hr/>		
Total Maximum Billing	\$388,806.32	

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 6 in multiple copies on the respective dates noted herein, said AMENDMENT to be effective on the date executed by the Chairman of the Board of County Commissioners.

(SEAL)
ATTEST:

Tulsa County, Oklahoma
Board of County Commissioners

Michelle Hill
County Clerk

[Signature]
Chairman

Date 08/10/2020



APPROVED AS TO FORM:

James G. Rea Digitally signed by James G. Rea
Date: 2020.07.23 14:39:38 -05'00'
Assistant District Attorney

ATTEST: (Seal)

Dewberry Engineers Inc.

[Signature]
Robert L. Edwards, P.E., Senior Associate

State of Oklahoma)
) SS
County of Tulsa)

Subscribed and sworn to before me on the 21 day of July, 2020.

My Commission Expires:
06-06-2021

Christina Haatt
Notary Public



AMENDMENT NO. 6
To
AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
For
GARNETT ROAD, 81ST STREET THROUGH 101ST STREET
SCOPE OF PROJECT
ATTACHMENT A-6

A. SCOPE OF PROJECT: The PROJECT as covered by the original Agreement dated August 20, 2007, between COUNTY and ENGINEER consists of improving Garnett Road from a rural, two-lane asphalt roadway to an urban five-lane asphalt street from 81st Street to 91st Street and a four-lane asphalt street from 91st Street to 101st Street.

Amendment No. 1 to the original agreement includes modifications to the sidewalk and storm drainage system designs to accommodate AEP/PSO utility relocations; modifications to the drainage design to accommodate future development on property adjacent to the roadway and owned by the Warren Foundation; and separating the original project into two separate bid packages – one for the roadway north of 91st Street and the other south of 91st Street.

Amendment No. 2 to the original agreement includes the design and preparation of plan sheets for the relocation of approximately 2,400 linear feet of City of Tulsa 12" waterline in conflict with the proposed Garnett Road roadway construction. The proposed relocation extends from Station 179+00 to Station 203+00. In addition, Amendment No. 2 also provides for updating the signal plans to the current City of Tulsa and MUTCD standards.

Amendment No. 3 to the original agreement includes the preparation of additional plan sheets required to make the City of Tulsa waterline relocation a separate bid package, complete with bid documents and specifications; attendance at pre-bid meeting, preparation of bid tabulation; and recommendation of award. In addition, Amendment No. 3 includes additional geotechnical investigations for a proposed drainage channel south of 91st Street.

Amendment No. 4 to the original agreement includes the modification of the S. 101st Street West Typical Section from a three (3) lane to five (5) lane roadway. Incorporating Warren Property's proposed drainage structure into the plans. Review HEC-HMS models performed by Tulsa County to confirm inputs and results, confirm approach to manage peaks to see if it is an acceptable procedure and method. Review any impacts on the 100 year if any and check lower flood events from 2 year to 50 year and the convergence under the roadways to ensure no impacts or increased flows for the events lower than the 100 year.

Amendment No. 5 to the original agreement includes the update of the Haikey Creek Floodplain Analysis 5/27/2008 Revised August 27, 2010 using the latest public available information, update cross sections based on latest updated topographic data dated 2016-2017, proposed roadway profile, and excavated areas. FEMA updated their information in 2012.

Amendment No. 6 to the original agreement includes the development of floodplain comparison maps for the floodplain limits and a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR) for the improvements to Garnett Road and 101st Street. Per direction from the County, an optional task to provide a Letter of Map Revision (LOMR) has been provided once the project construction and as-builts are completed.

AMENDMENT NO. 6
to
AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
GARNETT ROAD, 81ST STREET THROUGH 101ST STREET
SCOPE OF SERVICES
ATTACHMENT B-6

B. SCOPE OF SERVICES: The services to be performed by the ENGINEER under this Amendment No. 6 shall include:

- **Mapping, updated Model and update the Report.** Run an analysis of the FEMA model with all existing improvements incorporated to map the existing floodplain for comparison to the proposed conditions. This analysis is required to address comparisons with FEMA during the CLOMR. This task includes small changes to the proposed model to lower the increased water surface from 0.44' to 0.36'. This model and the comparisons will be utilized as part of the FEMA CLOMR package.
- **Conditional Letter of Map Revision (CLOMR).** The services related to the development of the actual CLOMR will be based on the hydraulic modeling which has been developed with the previous services completed. The MT-2 form will need to be signed by Tulsa County and the City of Broken Arrow. Dewberry will prepare the application, hydraulic models with narratives and supporting documentation per the FEMA requirements. This package will include but is not limited to, endangered species database review, narrative of project and impacts to the floodplain and floodway. We expect two to three review from FEMA to obtain approvals of the CLOMR.
- **Optional Letter of Map Revision (LOMR).** After construction of the roadway improvements, a Letter of Map Revision (LOMR) may be developed based on the roadway construction as-built for the roadway improvement. The HEC-RAS model will be updated to incorporate the as-built conditions. The LOMR application will be developed with supporting mapping and GIS shapefile for the new floodplain limits for FEMA's review. We anticipate two reviews to obtain FEMA approval and a final remapping of the FEMA floodplain maps.
- **Exclusions.** The scope of work is outlined above, and any work beyond that which is described is not covered under this supplemental agreement. Specific Exclusions include:
 - As-built Surveys
 - FEMA application Fees will be paid by client and are expected to be on the order of the following:
 - CLOMR Fees - \$7,250 (No more than)
 - LOMR Fees - \$8,250 (No more than)

AMENDMENT NO. 6
 to
AGREEMENT
 for
PROFESSIONAL ENGINEERING SERVICES
 for
GARNETT ROAD, 81ST STREET THROUGH 101ST STREET
COMPENSATION FOR ADDITIONAL SERVICES
ATTACHMENT D-6

D. COMPENSATION: The COUNTY agrees to pay, as compensation for services set forth in Attachment B-6 of this AMENDMENT No. 6, the following compensation, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon the services actually completed at the time of billing. Invoices shall be accompanied by such documentation as the COUNTY may require in substantiation of the amount billed.

D.1 TOTAL COMPENSATION: For engineering services as set forth in Attachment B-6 of this AMENDMENT No 6, the total Lump Sum billing for the additional services shall be Fifteen Thousand Dollars and Zero cents (\$15,000.00), which amount shall not be exceeded without further written authorization by the COUNTY. The total cost of the contract will be **Three Hundred Eighty Eight Thousand Eight Hundred Six Dollars and 32 cents (\$388,806.32).**

	Cost
Mapping, Updated Model And Updated Report	\$ 6,000.00
Conditional Letter of Map Revision (CLOMR)	<u>\$ 9,000.00</u>
	\$15,000.00

Letter of Map Revision (LOMR): Optional services to prepare the LOMR if authorized by the COUNTY will be billed at the total Lump Sum fee of Twelve Thousand dollars (\$12,000.00).