

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CP&Y, INC. dba STV INFRASTRUCTURE**

**PROJECT NAME: HOUSTON STREET WIDENING FROM OLIVE AVENUE TO
ASPEN AVENUE
PROJECT NO. ST2029 (FORMERLY ST2037)**

THIS **AMENDMENT No. 2**, made and entered into this ____ day of _____, 2024 between the CITY OF BROKEN ARROW, OKLAHOMA, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as “CITY”, and CP&Y, Inc. dba STV Infrastructure, hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated January 7, 2020, “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include shift the proposed roadway to avoid impacting the existing high pressure gas line; and

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 2 shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment; and

WHEREAS, funding is now available for said additional services;

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

- 1.0 **PROJECT SCOPE.**
This Amendment requires CONSULTANT to perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this Amendment.

- 2.0 **CHANGE IN CONTRACT AMOUNT.**
The CITY and the ENGINEER agree that the ENGINEER shall be compensated for these additional services on a salary multiplier basis in accordance with Attachment D, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 2.

- 3.0 **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**
This Amendment No. 2 is effective upon signature of both parties.

4.0

ELECTRONIC SIGNATURES.

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with CITY'S requirements for submission of electronically signed and/or submitted documents.

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 _____

Approved as to form:

Assistant City Attorney

CONSULTANT:

CP&Y, Inc. dba STV Infrastructure

By: Robin Handel
Robin Handel
Senior Vice President

Date 12/2/2024

Attest: Angela Beth Gutierrez
Notary Public [Seal]



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SCOPE OF SERVICES

ATTACHMENT B

B. SCOPE OF SERVICES. The Scope of Services shall be amended as follows:

PS&E

- Revise Typical Sections
- Additional ROW documents (up to 6 parcels)
- Redesign the entire storm sewer system to implement ODOT Standard Inlets
- Redesign Roadway (3000 LF)
- Revise Driveway Schedule
- Revise Retaining Walls
- Revise Traffic Control
- Revise Cross Sections
- Update plan sheets:
 - Cover sheet
 - Typical Sections
 - Mainline Typical Sections
 - Driveway Schedule
 - Summary of pay items and notes
 - Summary Sheets
 - Paving
 - Retaining Walls
 - Earthwork
 - Erosion Control
 - Removals
 - Drainage
 - S&S
 - TCP
 - Internal Drainage Area Map
 - Drainage Area & Inlet Design Record
 - Storm Sewer Computations
 - Right-of-Way Sheet
 - SW3P

- Erosion Control Sheets
- Removal Sheets
- Plan & Profile Sheets
- Intersection Detail Sheets
- Drainage Structure Details
- Traffic Control Plans
- Signing and Striping Plans
- Cross Sections

SCHEDULE: CONSULTANT agrees to complete all work describe above within 180 days of the Approval of AMENDMENT NO. 2.

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COMPENSATION FOR ADDITIONAL SERVICES

ATTACHMENT D

- D. COMPENSATION. CONSULTANT shall be paid as compensation for the professional services set forth in this AMENDMENT NO. 2 and itemized in Exhibit 3A (Fee Schedule), an amount not to exceed One Hundred Forty-Eight Thousand Two Hundred and Ninety-Four Dollars and 00/100 Dollars (\$148,294.00).

The CONSULTANT acknowledges the following summary of modifications to the Fee Schedule as stated in the original contract and modified by AMENDMENT NO. 2:

Original Contract Amount	\$289,759.00
AMENDMENT NO. 1 (7/20/2020)	\$7,350.00
AMENDMENT NO. 2	\$148,294.00
Total Amended Contract Amount	\$445,403.00

City of Broken Arrow
 Project No. ST2029 Supplemental #2
 Houston Street Widening from Olive Avenue to Aspen Avenue
 Tulsa County, OK

CP&Y, Inc. dba STV Infrastructure (STV)

Task Description	Total Cost
<u>TOTAL LABOR COSTS</u>	
Street Realignment	\$ 133,048.00
Project Management	\$ 6,246.00
SUB-TOTAL LABOR EXPENSES	\$ 139,294.00
<u>SUMMARY</u>	
TOTAL LABOR COSTS	\$ 139,294.00
EXPENSES	
TOTAL CP&Y dba STV FEE	\$ 139,294.00
<u>SUBCONSULTANTS</u>	
<u>POE</u>	
Surveying	\$ -
Right-of-Way Support Services	\$ 9,000.00
<u>Terracon</u>	
Phase 1 - Task 1B - Geotechnical Investigation	\$ -
<u>Traffic Engineering Consultants</u>	
Phase 1 - Task 1C - Traffic Projection Analysis	
Phase 3 - Task 3A - Hawk Signal at Park	\$ -
<u>ADDITIONAL SERVICES (AS NEEDED BASIS)</u>	
Phase 2 - Task 2A - Utility Locates	
Phase 2 - Task 2B - Supplemental Survey Needs	
Phase 5 - Task 5A - Supplemental Right-of-Way Support Services	
Phase 7 - Task 7B - Supplemental Construction Services	
<u>SUPPLEMENTAL SERVICES (TO BE DETERMINED)</u>	
Phase 6 - Task 6B - City Norman Utility Design	\$ -
GRAND TOTAL	\$ 148,294.00

City of Broken Arrow
Project No. ST2029 Supplemental #2
Houston Street Widening from Olive Avenue to Aspen Avenue
Tulsa County, OK

CP&Y, Inc. dba STV Infrastructure (STV)

Task Description	No. Shts	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
		\$270.00	\$222.00	\$174.00	\$130.00	\$102.00	Hours	Cost
PHASE 3 - DESIGN SERVICES (Task 3D - Final Plans - Phase 2)								
Plans		18	44	148	148	0	358	\$ 59,620.00
Revise Title Sheet and Spec Changes	1	2		2				
Revise Typical Sheets (Nos. 1-3,5)	4		2	6	12			
Revise Pay Quantities (Base Bid)	1	2	4	8	8			
Revise Pay Item Notes	1		2	2				
Revise Roadway and Traffic Summary Sheets				4	4			
Revise Right-of-Way Sheets			2	4	4			
Revise P&P Sheets		6	8	36	36			
Revise Intersection/Taper Details			8	24	24			
Revise Engineer's Estimate of Probable Cost			2	2				
Roadway QA/QC		8	8					
Revise Cross Sections			8	60	60			
Drainage Design		4	58	194	118	0	374	\$ 63,052.00
Revise Interior Drainage Area Maps			2	12	10			
Revise Drainage System			10	64	64			
Revise Drainage Design Data Sheets			8	20				
Revise Storm Sewer Computations			12	24				
Revise Drainage Summary Tables			2	6	6			
Revise Drainage P&P Sheets		2	8	42	36			
Revise Detail Sheets		2	12	20				
Revise Pay Items & Notes			4	4				
Revise SWPPP and Erosion Control Plans				2	2			
Traffic		0	8	30	26	0	64	\$ 10,376.00
Revise Summary of Traffic Pay Quantities			2	4				
Revise Traffic Summary Sheets				4	4			
Revise Traffic Control Plans			4	16	16			
Revise Summary of Small Signs				2	2			
Revise Signing and Striping Plans			2	4	4			
Attend Final Plan Review							0	\$ -
Revise Plans Per Comments							0	\$ -
Sub-Total Hours		22	110	372	292	0	796	
Sub-Total Cost		\$ 5,940.00	\$ 24,420.00	\$ 64,728.00	\$ 37,960.00	\$ -		\$ 133,048.00

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		\$270.00	\$222.00	\$174.00	\$130.00	\$102.00	Hours	Cost
Project Management								
Project Management		15	4	4	0	6	29	\$ 6,246.00
Meet with City and Stakeholders as Required		4	4	4				
Coordination with Subconsultants		3						
Create and Submit Monthly Invoices		3				4		
Prepare Monthly Progress Reports		3						
Monitor and Review Subconsultant Invoices		2				2		
Sub-Total Hours		15	4	4	0	6	29	
Sub-Total Cost		\$ 4,050.00	\$ 888.00	\$ 696.00	\$ -	\$ 612.00		\$ 6,246.00

