

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TULSA ENGINEERING & PLANNING ASSOCIATES, INC.**

**PROJECT NAME: COVINGTON CREEK & TRIBUTARIES BANK STABILIZATION
PROJECT NO. SW2006**

THIS **AMENDMENT NO. 2**, made and entered into this 14TH day of APRIL 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Tulsa Engineering & Planning Associates, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated October 4, 2019 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to provide engineering services for the Covington Creek & Tributaries Bank Stabilization Project.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include survey services staking the top and toe of slope north bank only.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 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 survey services to stake the top and toe of slope north bank only.

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 October 4, 2019	\$15,000.00
Amendment No. 1	\$4,697.00
Amendment No. 2	\$2,800.00

Revised Total Contract Amount	\$22,497.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 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: _____

CONSULTANT:

Tulsa Engineering & Planning Associates, Inc.

By: 

Russell K. Fischer, P.E.,
President

Date: April 14, 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

City Clerk [Seal]

Attest:

Kirk Richardson
Kirk Richardson, Corporate
Secretary

Date: _____

Date: 04-14-2025

Approved as to form:

Assistant City Attorney



VERIFICATION

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 14th day of April, 2025, personally appeared Russell K. Fischer, known to be to be the President of Tulsa Engineering & Planning Associates, 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:

MAY 31, 2028

Jack Taber
Notary Public

