

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.  
FOR  
MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY  
PROJECT NO. SW26120**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, 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 and Planning Associates, Inc., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated January 26th, 2026 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to provide a topographic survey for the (project) swale adjacent to the Millicent Pond II subdivision for drainage improvements.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include permanent easement documents for the overland drainage swale adjacent to Millicent Pond II subdivision.

**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**, SURVEYOR 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 SURVEYOR to provide permanent easement documents for the overland drainage swale adjacent to the Millicent Pond II subdivision.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay SURVEYOR in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 26th, 2026	\$	3,000.00
<u>Amendment No. 1</u>	<u>\$</u>	<u>680.00</u>
Revised Total Contract Amount	\$	3,680.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 30 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  
Michael L. Spurgeon, City Manager

Date: 3/17/26

**CONSULTANT:**

Tulsa Engineering and Planning Associates, Inc.

By: Russell K. Fischer  
Russell K. Fischer, President

Date: 13 MAR 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green

City Clerk [Seal]

Date: 3/19/2026



Attest: Kirk Richardson

Kirk Richardson,  
Secretary/Treasurer

Date: 3/13/26



Approved as to form:

D. Graham Parker  
Assistant City Attorney

**VERIFICATION**

State of Oklahoma    )  
                                  ) §  
County of Tulsa        )

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Russell K. Fischer, known to be the President of Tulsa Engineering and 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

JACK TABER  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES MAY 31, 2028  
COMMISSION #12005192

**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.  
FOR  
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PROJECT SW26120**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

- 1.1 Provide Permanent Easement documents over the existing overland drainage swale adjacent to the Millicent Pond II subdivision.

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

- 1.0 PERMANENT EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full permanent easement documents in PDF format. It can be submitted via email, data download, or memory stick. The City will be responsible for obtaining and filing the easements.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
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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 Permanent Easement Documents: The OWNER shall pay the CONSULTANT a lump sum amount of \$680.00 for the completion of the permanent easement documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
TO  
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**PROJECT SCHEDULE**

**1.0 PERMANENT EASEMENT DOCUMENTS: 30 Calendar days from NTP**