

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KEITHLINE ENGINEERING GROUP, PLLC**

**PROJECT NAME: RESIDENTIAL STREETS ASPHALT REPAIR AND
RESURFACING
PROJECT NO. ST24160 AND ST24170**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2024, by and between the City of Broken Arrow, a municipal corporation of the State of Oklahoma, hereinafter referred to as “CITY”, and Keithline Engineering Group, PLLC, hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated December 11, 2023 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for construction of Residential Streets Asphalt Repair and Resurfacing in Broken Arrow, OK, at the specified locations within the ORIGINAL AGREEMENT; and

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include design of sidewalk, driveways, and other various improvements, for the College Addition subdivision; and

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT 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 CONSULTANT to procure geometric survey; perform geometric sidewalk design, including all grading, drainage, ramps, driveways, and other various improvements necessary to construct an ADA/ADAAG-compliant pedestrian path, for one side of the street within the College Addition, and a

pedestrian path connection from North 5th Street at East Elgin Place to the existing sidewalk 80' east of North 6th Street at East Elgin Place; and perform hydraulics/hydrology necessary to design a replacement for the drainage structure underneath East Commercial Street approximately 375' west of South 4th Street.

2. CHANGE IN CONTRACT AMOUNT.

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

| | |
|---|---------------------|
| Original Contract Amount executed December 11, 2023 | \$108,801.00 |
| <u>Amendment No. 1</u> | <u>\$159,861.45</u> |

Revised Total Contract Amount \$268,662.45

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 120 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

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:

Keithline Engineering Group, PLLC

By: Dan Keithline
Daniel A. Keithline, P.E., Principal

Date: 7/3/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Teri Keithline
Notary Public

Date: 7/9/2024

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Okla.)
County of Tulsa) §

Before me, a Notary Public, on this 9th day of July, 2024, personally appeared Daniel Keithline, known to be to be the Principal of Keithline Engineering Group, PLLC, 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 _____ and purposes therein set forth.

My Commission Expires:

06-27-2027



Teri Keithline
Notary Public