

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.**

**PROJECT NAME: Wolf Creek Estates Storm Pipe Replacement
PROJECT NO. 230636-000**

THIS **AMENDMENT NO. 2**, made and entered into this ____ day of _____, 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated July 28, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the replacement of 491 LF of existing 60" CMP, new junction structures, full depth concrete pavement replacement, evaluation of and replacement of adjacent inlets, and abandoning 75 LF of existing 60" CMP in place with CLSM backfill; and

Topographic survey and conceptual analysis of Wolf Creek Estates Street and/or Storm Pipe Replacement from RW to RW along 558 LF of roadway centerline of W Atlanta Ct and S Beech Ave; and

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the preparation of construction documents for bidding purposes for adding 4 inlets, 2 manholes, and 36 LF of 18" pipe in 2 sump locations on W Atlanta Ct as shown in Exhibit B; and

WHEREAS, the ORIGINAL AGREEMENT, Amendments No. 1, and Amendment 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.

Preparation of construction documents for bidding purposes for adding 4 inlets, 2 manholes, and 36 LF of 18" pipe in 2 sump locations on W Atlanta Ct as shown in Exhibit B.

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 July 28, 2023 | \$35,500.00 |
| Amendment No. 1 | \$7,067.50 |
| <u>Amendment No. 2</u> | <u>\$6,000.00</u> |
| Revised Total Contract Amount | \$48,567.50 |

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is 2 weeks from Notice to Proceed for a Preliminary Submittal, and 1 week for Final Plans after receiving Preliminary Comments.

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

Michael L. Spurgeon, City Manager

Date: 5/22/24

Attest:

City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker

Assistant City Attorney

CONSULTANT:

Professional Engineering Consultants, P.A.

By: Alex Darby
Alex Darby, P.E., Principal
Vice President, Municipal Market

Date: 5/17/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: Ben M Mabry

Ben M Mabry, P.E.
VP Engineering, Municipal
Transportation

Date: 5/17/2024

VERIFICATION

State of _____)
) §
County of _____)

Before me, a Notary Public, on this _____ day of _____, 2024, personally appeared _____, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Professional Engineering Consultants, P.A., 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:

Notary Public



**WOLF CREEK
DRAINAGE IMPROVEMENTS**

EXHIBIT B - OPTION 1 INLETS

| DATE | REVISIONS | DATE | REVISIONS |
|------------|-----------|------------|-----------|
| 11/30/2023 | 1 | 11/30/2023 | 1 |
| 11/30/2023 | 2 | 11/30/2023 | 2 |
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| ITEM | QTY | UNIT | PRICE | AMOUNT |
|------|-----|------|-------|--------|
| 1 | 1 | LF | 1.00 | 1.00 |
| 2 | 1 | LF | 1.00 | 1.00 |
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| 10 | 1 | LF | 1.00 | 1.00 |
| 11 | 1 | LF | 1.00 | 1.00 |
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| 20 | 1 | LF | 1.00 | 1.00 |
| 21 | 1 | LF | 1.00 | 1.00 |
| 22 | 1 | LF | 1.00 | 1.00 |
| 23 | 1 | LF | 1.00 | 1.00 |
| 24 | 1 | LF | 1.00 | 1.00 |
| 25 | 1 | LF | 1.00 | 1.00 |
| 26 | 1 | LF | 1.00 | 1.00 |
| 27 | 1 | LF | 1.00 | 1.00 |
| 28 | 1 | LF | 1.00 | 1.00 |
| 29 | 1 | LF | 1.00 | 1.00 |
| 30 | 1 | LF | 1.00 | 1.00 |
| 31 | 1 | LF | 1.00 | 1.00 |
| 32 | 1 | LF | 1.00 | 1.00 |
| 33 | 1 | LF | 1.00 | 1.00 |
| 34 | 1 | LF | 1.00 | 1.00 |
| 35 | 1 | LF | 1.00 | 1.00 |
| 36 | 1 | LF | 1.00 | 1.00 |
| 37 | 1 | LF | 1.00 | 1.00 |
| 38 | 1 | LF | 1.00 | 1.00 |
| 39 | 1 | LF | 1.00 | 1.00 |
| 40 | 1 | LF | 1.00 | 1.00 |
| 41 | 1 | LF | 1.00 | 1.00 |
| 42 | 1 | LF | 1.00 | 1.00 |
| 43 | 1 | LF | 1.00 | 1.00 |
| 44 | 1 | LF | 1.00 | 1.00 |
| 45 | 1 | LF | 1.00 | 1.00 |
| 46 | 1 | LF | 1.00 | 1.00 |
| 47 | 1 | LF | 1.00 | 1.00 |
| 48 | 1 | LF | 1.00 | 1.00 |
| 49 | 1 | LF | 1.00 | 1.00 |
| 50 | 1 | LF | 1.00 | 1.00 |
| 51 | 1 | LF | 1.00 | 1.00 |
| 52 | 1 | LF | 1.00 | 1.00 |
| 53 | 1 | LF | 1.00 | 1.00 |
| 54 | 1 | LF | 1.00 | 1.00 |
| 55 | 1 | LF | 1.00 | 1.00 |
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| 58 | 1 | LF | 1.00 | 1.00 |
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| 70 | 1 | LF | 1.00 | 1.00 |
| 71 | 1 | LF | 1.00 | 1.00 |
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