

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
OLSSON ASSOCIATES  
FOR  
INDUSTRIAL COLLECTOR STREET AND WATERLINE EXTENSION DESIGN  
  
PROJECT NO. ED1701**

THIS **AMENDMENT NO. 2**, made and entered into this \_\_\_\_\_ day of February 2018, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Olsson Associates, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated February 21, 2017, for services as set forth in said Agreement; and

**WHEREAS**, said Agreement requires ENGINEER to prepare construction documents for bidding purposes for the construction of approximately 2,700 linear feet of Industrial Minor Collector Street in the City of Broken Arrow at a location to be determined, including the extension of a 12-inch water main along the new street (PROJECT) in which OWNER has requested that CONSULTANT provide certain professional services as required and,

**WHEREAS**, CITY and ENGINEER propose to amend said Agreement to expand the project scope, design schedule and compensation to include the preparation of an environmental study; and

**WHEREAS**, the 2017 Agreement, First Amendment, and Second Amendment 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 prepare an environmental checklist per ODOT's guidance outlined in the Instructions and Guidance for Regulatory Provisions Checklist for Non-FHWA Funded Projects (Appendix 1). The environmental checklist will evaluate the following:

- a. A Section 404 Clean Water Act Permit from the U.S. Army Corps (USAC) may be necessary if jurisdictional waters of the U.S., including streams and/or wetlands may be impacted by the construction. This will entail and on-site wetland delineation and may involve the development of a pre-construction notice, nationwide permit (NWP) application, or an individual permit, depending on the amount of potential impact. Preparation of a Section 404 permit (nationwide or individual) application is not a part of the scope.
- b. Complete a cultural resources review for archeology or architectural history as defined in Chapter 36 of the Code of Federal Regulations, Part 61 (36 CFR 61), and unmarked human burial sites that are protected by the Oklahoma Antiquities Law (Title 53 OCR, Chapter 20, Par. 361). The scope is limited to a request to the ODOT Cultural Resources Program for the following information.
  - i. Archeological Sites;
  - ii. Historic Cemeteries; and
  - iii. National Register of Historic Places (NHRHP) properties.Consultation will be made with the Oklahoma State Historic Preservation Officer
- c. Research to determine if listed threatened and endangered (T&E) species may be present at the construction site will be conducted. If T&E species are listed for Tulsa County, a review of potential impacts to T&E species habitat will be conducted.
- d. A survey for and review of Bald and Golden Eagles, including roosting and nesting locations within 600 feet of the project site as required by the Bald and Golden Eagle Protection Act.
- e. A survey of potential avian species that are protected under the Migratory Bird Treaty Act (particularly the potential occurrence of swallow species) to determine if project construction may impact nesting of these species.
- f. A Phase I Environmental Site Assessment consistent with the requirements of ASTM 1527-13 for the presence of hazardous materials or wastes, leaking underground or above ground storage tanks, or other environmental liabilities within the 1/8 mile of the project area. This may include past activities of illegal dumping that may have occurred in the immediate vicinity of the project or the presence of past coal or mineral mining. This task is limited to a brief field investigation, review of environmental records, and preparation of a Phase I Environmental Site Assessment report. No sampling of soils, surface water, or groundwater will be conducted.
- g. Determination for the need of an Oklahoma Department of Environmental Quality General Permit OKR-10 for stormwater discharge from construction sites of 1 acre or larger will be documented. This task does not include the

development of the SWPPP or the submittal of the Notice of Intent for construction.

All environmental tasks will be performed with in-house staff. If cultural resources work beyond coordination with the State Historic Preservation Office and Oklahoma Archeological Society is needed, it will be conducted by Cojeen Archaeology, LLC. Detailed investigations for cultural resources or rare species are not included in the scope and fee. Internal QA/QC procedures will be followed for all NEPA and NEPA like reports.

**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. The fee for the development of environmental documentations as described on the checklist for non-FHWA funded projects is \$10,000.00. The change in contract amount is:

Original Contract Amount executed February 21, 2017	\$ 27,000.00
Amendment No. 1	\$ 165,000.00
Amendment No. 2	\$ 10,000.00
Revised Total Contract Amount	\$ 202,000.00

**3. AMENDED PROJECT SCHEDULE**

The draft report is to be completed within 45 calendar days following notice to proceed. A final report will be completed within 14 business days of receipt of comments from the CITY. This addition to the schedule is hereby incorporated as part of this Agreement.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 2 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2017 Agreement shall remain in full force and effect without modification or change.

(Remaining portion of the page left intentionally blank.)

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City Manager of the City of Broken Arrow, Oklahoma.

**OWNER:**  
City of Broken Arrow

**CONSULTANT:**  
Olsson Associates

Approved as to form:

By \_\_\_\_\_

Assistant City Attorney

By \_\_\_\_\_

Michael L. Spurgeon, City Manager

Date \_\_\_\_\_

Attest:  
\_\_\_\_\_

City Clerk

By  
\_\_\_\_\_

Print Name:  
\_\_\_\_\_

Title:  
\_\_\_\_\_

Date \_\_\_\_\_

Attest:  
\_\_\_\_\_

Corporate Secretary (Seal)

Date \_\_\_\_\_

**VERIFICATIONS** (If not a corporation)

State of Nebraska    )  
                                  ) §  
County of Lancaster )

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared \_\_\_\_\_, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) \_\_\_\_\_ of Olsson Associates, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:  
\_\_\_\_\_