

**AMENDMENT NO. 3  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.**

**PROJECT NAME: COUNTY LINE TRUNK SEWER, PHASE III  
PROJECT NO. S.22060**

THIS **AMENDMENT NO. 3**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “BAMA”, and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., hereinafter referred to as “ENGINEER”;

**WITNESSETH:**

**WHEREAS**, BAMA and ENGINEER entered into an Agreement dated February 15, 2022 “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 sanitary sewer manhole structures on the County Line Trunk Sewer alignment from the Broken Arrow Expressway (OK-51) south to Washington Street (E 91<sup>st</sup> St.); and

**WHEREAS**, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to perform comprehensive cultural resources ground survey as requested by US Army Corps of Engineers (USACE); and

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the “Agreement”; and

**WHEREAS**, ENGINEER is prepared to provide said additional services identified in this Amendment 3.

**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 additional environmental services associated with cultural resources ground survey that includes the following tasks:

- a. A comprehensive cultural resources ground survey will be completed by a qualified cultural resources professional who is familiar with USACE standards and meets Department of Interior requirements. Based on discussions with the USACE, the project area footprint will include the easement area immediately around four separate crossing locations. The

four crossings, totaling approximately 0.50-acre, will be evaluated for known and potential historic and prehistoric resources within the final selected Area of Potential Effect (APE). Tasks include but are not limited to:

- A cultural resources survey per USACE Standard. This includes an on-site field investigation consisting of a 100% pedestrian survey of the APE, supplemented by shovel testing at an estimated 15 locations.
  - Prior to field investigation, the USACE archaeologist will be consulted in an effort to reduce the number of necessary shovel test locations.
- b. Findings will be included in a Phase I Cultural Resources Survey Report for USACE Section 106 review. This report includes in depth review of historical information, summary of field survey findings, conclusions, and professional recommendations to further develop and support all elements of the previously completed desktop file review.

**2. CHANGE IN CONTRACT AMOUNT.**

No change in total compensation is proposed for the additional work identified in this Amendment 2. The scope of work proposed under this Amendment 2 shall be performed with the remainder of project funds available, per the following reallocation:

Original Contract Amount executed February 17, 2022	\$66,150.00
Amendment No. 1 (Lump Sum)	\$16,600.00
<i>Deduct Amendment No. 1 (Lump Sum)</i>	<i>(\$3,430.00)</i>
Amendment No. 1 (Standard Hourly)	\$7,900.00
<i>Deduct Amendment No. 1 (Standard Hourly)</i>	<i>(\$4,570.00)</i>
Amendment No. 2 (Lump Sum)	\$8,000.00
Amendment No. 3 (Standard Hourly, not-to-exceed)	\$5,000.00
Revised Total Contract Amount	\$95,650.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 3 is to conduct additional scope items and submit report to USACE within 60-days of the notice-to-proceed issued by BAMA.

**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.

**BAMA:**

Broken Arrow Municipal Authority

By: \_\_\_\_\_

Michael L. Spurgeon, General  
Manager

Date: \_\_\_\_\_

**ENGINEER:**

Professional Engineering Consultants, P.A.

By: \_\_\_\_\_

Alex M. Darby, P.E.,  
Vice President, Municipal Market

Date: 8/28/2025

(CORPORATE SEAL, IF APPLICABLE)

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

Secretary [Seal]

Date: \_\_\_\_\_

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

Chad Grisier, P.E.,  
Team Lead, Civil Municipal

Date: 08/28/2025

Approved as to form:

D. Graham Parker

Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 28th day of August, 2025, personally appeared Alex Darby, 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:

March 10, 2029

Tonya Jobe  
Notary Public

