

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CROSS TIMBERS CONSULTING
FOR
PROJECT NAME: S. 195TH AVE. STORM SEWER IMPROVEMENTS
PROJECT NO. SW25030**

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 Cross Timbers Consulting, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 20th, 2025 "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 S. 195th Ave. Storm Sewer Improvements in the Steeple Chase subdivision.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include temporary construction easements and flowline depths of the Green Country Sanitary Sewer within the project area.

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, 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 provide four temporary construction easements and flowline depths of the Green County Sanitary Sewer within the project area.

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 May 20th, 2025	\$ 42,755.00
Amendment No. 1	\$ 1,600.00
Revised Total Contract Amount	\$ 44,355.00

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:

Cross Timbers Consulting

By: Thomas Edwards
Thomas Edwards, President

Date: 3/13/26

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green



City Clerk [Seal]

Date: 3/18/2026

Attest: Carla Edwards

Carla Edwards, Director of Finance, Operations, and Business Development

Date: 3/13/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
County of McClain) §

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, 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:

8/23/28

Megan Hightower
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING
FOR
S. 195TH AVE. STORM SEWER IMPROVEMENTS
PROJECT SW25030**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 Provide Temporary Construction Easements and Sanitary Sewer manhole depths within the project area.

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

- 1.0 TEMPORARY CONSTRUCTION EASEMENTS: The CONSULTANT shall submit in-full four (4) temporary construction easements within the project area. PDFs of the temporary easements can be submitted via email, data download, or memory stick.
- 2.0 SANITARY SEWER DEPTHS: Provide measure down depths within project area and show on the engineering plans the location of the sanitary sewer in relation to the proposed storm sewer system. Data to be provided on the Final engineering plans.

**ATTACHMENT C
TO
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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 Survey – Easements and Sanitary Sewer Measure Down Depths: The OWNER shall pay the CONSULTANT a lump sum amount of \$1,600.00 for the completion of the easements and measure down data. 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 **EASEMENTS AND MEASURE DOWN DATA:** To be provided 30 days from effective date of signature of both parties.