

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
EAGLE ENVIRONMENTAL CONSULTING, INC. (CONSULTANT)
FOR
EVENTS PARK ROADWAY EXTENSION
PROJECT NO. 2152330**

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 Eagle Environmental Consulting, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated August 2, 2022 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide environmental engineering services for the proposed single span bridge as part of the roadway extension project connecting the Broken Arrow Events Park to the Adult Softball Complex north of New Orleans Street.

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation Waterway and Wetland mitigation requirements for the Events Park Roadway Extension project.

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 include the preparation of OSMM worksheet and Waterway mitigation requirements as well as the Wetland mitigation requirements for mitigation credit calculations for the roadway extension project connecting Broken Arrow Events Park to the Adult Softball Complex north of New Orleans 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 August 2, 2023	\$7,000.00
Amendment No. 1	\$1,050.00
Amendment No. 2	<u>\$3,258.00</u>
Revised Total Contract Amount	\$11,308.00

3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

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

4. ELECTRONIC SIGNATURES

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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

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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

CONSULTANT:
Eagle Environmental Consulting, Inc.

By: _____
Kenny Schwab, P.E., S.E., CFM,,
Assistant City Manager - Operations

By: Steve R. Votaw
Steve R. Votaw,
President

Date: _____

Date: October 16, 2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Attest: _____
Notary Public

Date: _____

Date: _____

Approved as to form:

Assistant City Attorney

VERIFICATION

State of Oklahoma
County of Tulsa) §

Before me, a Notary Public, on this 24th day of October, 2024, personally appeared Steven R. Votaw, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: President) of Eagle Environmental Consulting, Inc. 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 _____


[Signature]
Notary Public