

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
C.H. GUERNSEY & COMPANY**

**PROJECT NAME: MELINDA PARK – NORTHSIDE BASIN  
PROJECT NO. s.23030**

THIS **AMENDMENT NO. 1**, made and entered into this \_\_\_\_\_ day of December, 2023, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “BAMA”, and C.H. GUERNSEY, hereinafter referred to as “ENGINEER”;

**WITNESSETH:**

**WHEREAS**, BAMA and ENGINEER entered into an Agreement dated November 1<sup>st</sup>, 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 water and sewer rehabilitation for the Malinda Park subdivision.

**WHEREAS**, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include modification for developing a bid alternatives to include portions of the sanitary sewer requiring easement acquisition.

**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**, 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 a bid alternative for the construction of the sanitary sewer system requiring easement acquisition. Quantities will be separated for the bid alternative including a remobilization bid item if this portion of the project is not ready prior to the contractor completing the base bid items. Notes and details will be added to the plans showing temporary sewer installation required until the bid alternative work can be completed.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed November 1, 2022	\$224,000.00
<u>Amendment No. 1</u>	<u>\$ 8,600.00</u>

Revised Total Contract Amount	\$232,600.00
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**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is fourteen 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:**

Broken Arrow Municipal Authority

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

Michael L. Spurgeon, City Manager

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

**CONSULTANT:**

C.H. Guernsey & Company

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

Jeff Napoliello, Senior Vice  
President

Date: 12/04/2023

(CORPORATE SEAL, IF APPLICABLE)

Attest:

\_\_\_\_\_  
City Clerk [Seal]

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

Attest:

 \_\_\_\_\_

Brett Biesemeyer, PE  
Project Manager/Sr. Civil  
Engineer

Date: 12/04/2023

Approved as to form:

Graham Parker  
Assistant City Attorney

## VERIFICATION

State of OK )

) §

County of OK )

Before me, a Notary Public, on this 04th day of December, 2023, personally appeared Jeff Napoliello known to be to be the Sr. Vice-President of C.H. Guernsey and Company 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:

01/28/24/#04000797

*Kathleen Tanksley*  
Notary Public

