

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
R. L. SHEARS COMPANY, PC  
PROJECT NAME: BROKEN ARROW CREEK TRAIL PHASE II  
PROJECT NO. 196032**

THIS **AMENDMENT NO. 2**, made and entered into this 21st day of May 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and R. L. SHEARS COMPANY, PC, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated OCTOBER 15, 2019 "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 Broken Arrow Creek Trail Phase II.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include plan revisions to avoid conflict with new water line.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 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 revise the construction documents to avoid conflicts with new water line.

**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 January 1, 2023	\$123,985.00
<u>Amendment No. 1</u>	<u>\$ 29,200.00</u>

<u>Amendment No. 2</u>	<u>\$12,140.00</u>
Revised Total Contract Amount	\$163,325.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 2 is 45 days from Notice to Proceed.

**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.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

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

Michael L. Spurgeon, City Manager

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

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

City Clerk [Seal]

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

Approved as to form:

D. Graham Parker

6/5/2025

Assistant City Attorney

**CONSULTANT:**

R. L. Shears Company, PC

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

Robert L. Shears II, ASLA  
President

Date: May 21, 2025

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

Tracy H Shears, JD

Date: May 21, 2025

**VERIFICATION**

State of Oklahoma)

) §

County of Tulsa)

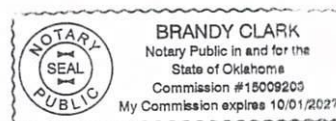
Before me, a Notary Public, on this 4th day of June, 2025, personally appeared Rober L Shears II, known to be the President of R. L. Shears Company, PC and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

October 1, 2027

Brandy Clark

Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
R. L. SHEARS COMPANY, PC  
FOR  
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**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

Revise the Construction Documents to avoid conflicts with waterline. The revisions will affect several sheets in the plans including the Civil and Structural Drawings and the following sheets:

- Construction Detail Sheet 0004
- Construction Detail Sheet 0013
- Pay Quantities Sheet AR01
- Summaries Sheet AX05
- Structural Details Sheet B007
- Storm Sewer Profiles Sheet C002
- Plan and Profile Sheet R005
- Detail Plan (2) Sheet R014
- Cross Section Sheet X004
- Cross Section Sheet X008
- Cross Section Sheet X009

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

- 1.0 REVISED CONSTRUCTION DOCUMENTS: The CONSULTANT shall submit in-full Revised plans in a format compatible with AutoCAD. It can be submitted via email, data download, or memory stick.

**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 REVISIONS TO THE CONSTRUCTION DOCUMENTS –The OWNER shall pay the CONSULTANT a lump sum amount of \$12,140.00 for the completion of the Construction Documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
TO  
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**PROJECT SCHEDULE**

Deliverable shall be submitted within 60 days of receiving Notice to Proceed.