

**AMENDMENT NO. 1**  
**TO**  
**CITY OF BROKEN ARROW**  
**PROFESSIONAL SERVICES AGREEMENT**  
**TITLED: Amendment #1**  
**DATED: 5-8-2024**  
**PROJECT NAME: E. 8<sup>th</sup> ST. & E. Natchez St. Culvert Improvements**  
**PROJECT LOCATION: 8<sup>th</sup> & Natchez**  
**PROJECT NUMBER: SW-21020**

**1. Professional Service Provider:**

- a. Name: SW Civil Solutions, LLC
- b. Telephone No.: 918-933-9437
- c. Address: 1725 W. Austin St., Broken Arrow, OK

**2. Amendment(s):**

The contract identified above (“Original Agreement”) is amended as follows:

Attachment C, Paragraph 1.0 titled Basic Compensation, is amended to read as follows:

**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 60% Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,000.00 for the completion of the 60% Submittal. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 90% Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$7,500.00 for the completion of the 90% Submittal. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 100% Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$3,500.00 for the completion of the 100% Submittal. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.)

1.5 The original project contract was for \$6,000. An additional \$10,000 is requested to complete the project for 90% and 100% design phases.

**3. Entirety of Agreement:** Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

**4. Effective Date:** This Amendment #1 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
SW Civil Solutions, LLC

By:

*Kenneth Schwab*

Michael L. Spurgeon, City Manager

Date:

5/13/2024

Attest:

*Curtis Green*  
City Clerk [Seal]

Date:

5/14/2024



By:

*Sarah A. Walter*

Signature

Title:

Sarah Walters, Managing Member  
Official's Full Name, Office

Date:

5-8-2024

Attest:

By:

Signature or Corporate Seal

Title:

Official's Full Name, Office

Date:

Approved as to form:

*Graham Parker*

Assistant City Attorney

#### VERIFICATIONS

State of Oklahoma )  
                      )  
                      Tulsa ) §  
County of \_\_\_\_\_ )

Before me, a Notary Public, on this 13 day of May 2024,  
\_\_\_\_\_, personally appeared Sarah Walters, known to me to be the  
(President, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_  
(Please circle or specify)) of (Entity's Full Legal Name) to be the identical person who executed  
the within and foregoing instrument, and acknowledged to me that s/he executed the same as

his/her free and voluntary act and deed for the uses and purposes therein set forth.



*Karen Pax*

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Notary Public