

**AMENDMENT NO. 1
TO
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
TITLED: Amendment #1**

DATED: 5-8-2024

PROJECT NAME: E. 8th ST. & E. Natchez St. Culvert Improvements

PROJECT LOCATION: 8th & 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. Walters
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

Notary Public