

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

**PROJECT NO. WL23060 – BIXBY TWO-WAY EMERGENCY WATERLINE CONNECTION
PROJECT NO. WL23070 – WAGONER COUNTY RWD#4 TWO-WAY EMERGENCY
WATERLINE CONNECTION
PROJECT NO. WL23080 – 24-INCH WATERLINE LOOP – WACO TO ELM
PROJECT NO. WL23090 – 16-INCH WATERLINE LOOP – FLORENCE TO MIAMI**

THIS **AMENDMENT NO. 1** made and entered into this _____ day of _____ 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “OWNER”, and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT on the 6th day of December 2022 “ORIGINAL AGREEMENT” for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for two new emergency interconnections, a new 24-inch water transmission line on 9th Street from Waco to Elm, and a new 16-inch water transmission line on Elm from Florence to Miami.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the revision of the waterline alignment and creation of an additional easement document along the Schulze property.

WHEREAS, the ORIGINAL AGREEMENT and Amendment 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 revise the waterline alignment along the Schulze property to avoid existing trees and to provide the easement legal document.

2. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed December 6, 2022	\$	395,800.00
<u>Amendment No. 1</u>	<u>\$</u>	<u>4,000.00</u>
Revised Total Contract Amount	\$	399,800.00

3. 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

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, General
Manager

Date: _____

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: _____

Scott Arnold, Vice President

Date: _____

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Secretary [Seal]

Date: _____

Attest: _____

Notary Public

Date: _____



Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Texas)
) §
County of Tarrant)

Before me, a Notary Public, on this 23 day of SEPTEMBER, 2025, personally appeared Scott R. Arnold, known to be to be the Vice-President _____ of Kimley-Horn and Associates, 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:

05/16/2026
Vicky Brewer
Notary Public

