

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.**

**PROJECT NAME: COUNTY LINE TRUNK SEWER, PHASE III  
PROJECT NO. S.22060**

THIS **AMENDMENT NO. 2**, 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 "BAMA", and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, BAMA and ENGINEER entered into an Agreement dated February 15, 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 replacement of sanitary sewer manhole structures on the County Line Trunk Sewer alignment from the Broken Arrow Expressway (OK-51) south to Washington Street (E 91<sup>st</sup> St.); and

**WHEREAS**, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to provide additional survey, permitting, and design coordination services associated with work on railroad right-of-way; and

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

**WHEREAS**, by mutual agreement between ENGINEER and BAMA that the engineering services of Amendment 1 associated with sanitary bypass and relocation at the railroad crossing is no longer required; and

**WHEREAS**, the remainder of the additional funding allocated through Amendment 1 is available for said additional services identified in this Amendment 2; and

**WHEREAS**, ENGINEER is prepared to provide said additional services identified in this Amendment 2.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

**1. PROJECT SCOPE.**

This Amendment nullifies the remaining scope of services provided by ENGINEER associated with railroad permit fees and coordination; and

This Amendment requires ENGINEER to provide additional environmental services associated with temporary stream crossings that include the following tasks:

- a. Conduct field investigations for Waters & Wetlands and Biological assessments
- b. Desktop/file review study for Cultural Resources
- c. Prepare Aquatic Resource Delineation Report documenting all aquatic features impacted by the work and their potential jurisdictional status.
- d. Pre-application scoping meeting with USACE
- e. Coordination with USACE to obtain Nationwide Permit (NWP) #58 for crossings; and;

**2. CHANGE IN CONTRACT AMOUNT.**

No change in total compensation is proposed for the additional work identified in this Amendment 2. The scope of work proposed under this Amendment 2 shall be performed with the remainder of project funds available, per the following reallocation:

Original Contract Amount executed February 17, 2022	\$66,150.00
Amendment No. 1 (Lump Sum)	\$16,600.00
<i>Deduct Amendment No. 1 (Lump Sum)</i>	<i>(\$3,430.00)</i>
Amendment No. 1 (Standard Hourly)	\$7,900.00
<i>Deduct Amendment No. 1 (Standard Hourly)</i>	<i>(\$4,570.00)</i>
Amendment No. 2 (Lump Sum)	\$8,000.00
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Revised Total Contract Amount	\$90,650.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 2 is to conduct environmental field and desktop investigations and provide report to USACE within 4-weeks of the notice-to-proceed issued by BAMA. Approval for USACE NWP #58 is anticipated to take up to 90 days.

**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.

**BAMA:**

Broken Arrow Municipal Authority

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

Michael L. Spurgeon, General  
Manager

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

**ENGINEER:**

Professional Engineering Consultants, P.A.

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

Alex M. Darby, P.E.,  
Vice President, Municipal Market

Date: 4/28/2025

(CORPORATE SEAL, IF APPLICABLE)

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

Secretary [Seal]

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

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

Chad Grisier, P.E.,  
Team Lead, Civil Municipal

Date: 04/28/2025

Approved as to form:

D. Graham Parker

Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 28th day of April, 2025, personally appeared Alex Darby, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Professional Engineering Consultants, P.A., 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:

March 10, 2029

Tonya Jobe  
Notary Public

