

**AMENDMENT NO. 2
TO
PROFESSIONAL CONSULTANT AGREEMENT
BETWEEN
CITY OF BROKEN ARROW
AND
MKEC ENGINEERING, INC.
FOR
37TH STREET IMPROVEMENTS FROM HOUSTON STREET TO ALBANY STREET
PROJECT NO. ST1413(2020)**

THIS **AMENDMENT NO. 2**, made and entered into this _____ day of _____ 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “OWNER”, and MKEC Engineering, Inc., hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated September 15th, 2020 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide updated and revised design of previously completed construction plans for the improvements of 37th Street from Houston Street to Albany Street. The design is for the reconstruction and replacement of the existing 2-lane roadway with a 3-lane roadway, drainage system upgrades, and ADA-compliant sidewalks.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to revise drainage system upgrades, provide the United States Army Corps of Engineers (USACE) the information requested for the Nationwide Permit process, and update miscellaneous design features to address miscellaneous changes in field conditions, for the portion of the roadway project widening from Kenosha Street to Albany Street.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 and No. 2 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:

3. SCOPE OF SERVICES

3.3 FINAL DESIGN PHASE: Following approval of the PRELIMINARY DESIGN PHASE, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

- 3.3.3 Attend meeting to review final plans, incorporate final comments, and prepare engineer's construction cost estimate with no contingency).
- 3.3.4 Revisions, in addition to final comments, include: modify grading, riprap and concrete slope lining at drainage structure B to improve stream bed and bank stability and to comply with USACE requirements; modify grading, riprap and concrete slope lining at drainage structure C to improve stream bed and bank stability and to comply with USACE requirements; modify drainage structure D with a concrete stilling basin on the upstream end; modify backslope grading in two locations to eliminate utility conflict with underground sanitary sewer force main; prepare tract maps and legal descriptions for eight additional temporary construction easements; modify drainage structure A downstream channel grading limits to reflect current topography, provide USACE permitting information for drainage structures A and B.
- 3.3.5 Prepare construction specifications, contract documents other than drawings and estimates, on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
- 3.3.6 Submit five (5) bound sets of reduced-size prints of final construction plans on 11" x 17" plain white bond paper, one (1) unbound set of full-size prints, a PDF copy of final construction plans, one (1) set of final drawings on electronic media (AutoCAD 2018 preferred), and one (1) master set of final specifications on electronic media and paper to the OWNER for distribution and review.

4. 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 September 3, 2020	\$ 72,750
Amendment No. 1	\$ 27,324
Amendment No. 2	\$ 39,920
Revised Total Contract Amount	\$139,984

5. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED

This Amendment No. 2 is effective upon signature of both parties.

6. ELECTRONIC SIGNATURES

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a

handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____

Graham Parker

12/20/2023

Assistant City Attorney

CONSULTANT:

MKEC Engineering, Inc.

By: _____

Matt Bengtson
Matt Bengtson,
President

Date: _____

12/19/2023

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Jay Anglemeyer
Jay Anglemeyer, PE
Principal
12/20/2023

Date: _____

VERIFICATION

State of Kansas)
) §
County of Sedgwick)

Before me, a Notary Public, on this 19th day of December, 2023, personally appeared Matt Bengtson, known to be to be the President of MKEC Engineering, 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:

February 7, 2025

Cynthia A. Womack

Notary Public

