

**AMENDMENT NO. 3  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
CP&Y, INC. dba STV INFRASTRUCTURE**

**PROJECT NAME: HOUSTON STREET WIDENING FROM OLIVE AVENUE TO  
ASPEN AVENUE  
PROJECT NO. ST2029 (FORMERLY ST2037)**

THIS **AMENDMENT No. 3**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between the CITY OF BROKEN ARROW, OKLAHOMA, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as “CITY”, and CP&Y, Inc. dba STV Infrastructure, hereinafter referred to as “CONSULTANT”;

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement, dated January 7, 2020, “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

**WHEREAS**, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include shift the proposed roadway to avoid impacting the existing high pressure gas line; and

**WHEREAS**, the ORIGINAL AGREEMENT and Amendment No. 3 shall hereinafter collectively be referred to as the “Agreement”; and

**WHEREAS**, CONSULTANT is prepared to provide said additional services identified in this Amendment; and

**WHEREAS**, funding is now available for said additional services;

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

**1.0 PROJECT SCOPE.**

This Amendment requires CONSULTANT to perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this Amendment.

**2.0 CHANGE IN CONTRACT AMOUNT.**

The CITY and the ENGINEER agree that the ENGINEER shall be compensated for these additional services on a salary multiplier basis in accordance with Attachment D, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 3.

**3.0 EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 3 is effective upon signature of both parties.

4.0

**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 it is in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with CITY'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.

**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 \_\_\_\_\_

Approved as to form:

D. Graham Parker 6/11/2025  
Assistant City Attorney

**CONSULTANT:**

CP&Y, Inc. dba STV Infrastructure

By: Robin Handel  
Robin Handel  
Senior Vice President

Date 6/9/2025

Attest: Rebecca S. Martinez  
Notary Public

Date June 10<sup>th</sup>, 2025

VERIFICATION

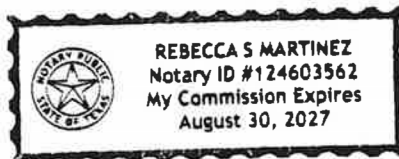
State of Texas )

County of Dallas )

Before me, a Notary Public, on this 10<sup>th</sup> day of June, 2025, personally appeared Robin Handel, known to be the (President, Vice President, Corporate Officer, Member, or Other: Senior Vice President of CP&Y, Inc. dba STV Infrastructure, 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:

August 30<sup>th</sup>, 2027



Rebecca S. Martinez  
Notary Public

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**SCOPE OF SERVICES**

**ATTACHMENT B**

- B. SCOPE OF SERVICES.** The Scope of Services for shifting the storm sewer trunkline on system A to avoid impact to the ROW, shall be amended as follows:

**PS&E**

- **Drainage**
  - Update Drainage Model to move junctions under the street
  - Update profile linework and HGL in trunkline profile
  - Update Cross Sections
  - Update Cross Section callouts
  - Update P&P callouts
  - Update Drainage Maps
  - Update Quantities and Summary Sheets
  - Update Drainage Computations
  - QC
- **Roadway**
  - Remove sidewalk on south side
  - Revise Plan & Profile sheets
  - Update Typical Sections
  - Update Cross Sections
  - Update Earthwork
  - Update Quantities and Summaries
  - Update Driveway Schedule
- **Erosion Control**
  - Revise Plan & Profile sheets
  - Update Quantities and Summaries
- **Right of Way**
  - Update ROW Sheets
- **SW3P**
  - Update SW3P Sheet
- **Estimate**
  - Update Estimate

**SCHEDULE:** CONSULTANT agrees to complete all work describe above within 30 days of the Approval of AMENDMENT NO. 3.

ATTACHMENT "D"

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**COMPENSATION FOR ADDITIONAL SERVICES**

**ATTACHMENT D**

- D. COMPENSATION. CONSULTANT shall be paid as compensation for the professional services set forth in this AMENDMENT NO. 3 and itemized in Exhibit 3A (Fee Schedule), an amount not to exceed Twenty-Five Thousand and Three Hundred Dollars and 00/100 Dollars (\$25,300.00).

The CONSULTANT acknowledges the following summary of modifications to the Fee Schedule as stated in the original contract and modified by AMENDMENT NO. 3:

Original Contract Amount	\$289,759.00
AMENDMENT NO. 1 (7/20/2020)	\$7,350.00
AMENDMENT NO. 2 (1/8/2025)	\$148,294.00
<b>AMENDMENT NO. 3</b>	<b>\$25,300.00</b>
Total Amended Contract Amount	\$470,703.00

CONTRACT NUMBER:  
 WORK AUTHORIZATION #  
 CHIANG PATEL & YERBY, INC.

**City of Broken Arrow**  
**Project No. ST2029 Supplemental #3**  
**Houston Street Widening from Olive Avenue to Aspen Avenue**  
**Tulsa County, OK**

CP&Y, Inc. dba STV Infrastructure (STV)

Task Description	Total Cost
<b><u>TOTAL LABOR COSTS</u></b>	
Trunkline Realignment & Sidewalk Removal	\$ 25,300.00
Project Management	\$ -
<b>SUB-TOTAL LABOR EXPENSES</b>	<b>\$ 25,300.00</b>
<b><u>SUMMARY</u></b>	
TOTAL LABOR COSTS	\$ 25,300.00
EXPENSES	
TOTAL CP&Y dba STV FEE	\$ 25,300.00
<b><u>SUBCONSULTANTS</u></b>	
<b><u>POE</u></b>	
Surveying	\$ -
Right-of-Way Support Services	\$ -
<b><u>Terracon</u></b>	
Phase 1 - Task 1B - Geotechnical Investigation	\$ -
<b><u>Traffic Engineering Consultants</u></b>	
Phase 1 - Task 1C - Traffic Projection Analysis	
Phase 3 - Task 3A - Hawk Signal at Park	\$ -
<b><u>ADDITIONAL SERVICES (AS NEEDED BASIS)</u></b>	
Phase 2 - Task 2A - Utility Locates	
Phase 2 - Task 2B - Supplemental Survey Needs	
Phase 5 - Task 5A - Supplemental Right-of-Way Support Services	
Phase 7 - Task 7B - Supplemental Construction Services	
<b><u>SUPPLEMENTAL SERVICES (TO BE DETERMINED)</u></b>	
Phase 6 - Task 6B - City Norman Utility Design	\$ -
<b>GRAND TOTAL</b>	<b>\$ 25,300.00</b>

CONTRACT NUMBER:  
WORK AUTHORIZATION #  
CHIANG PATEL & YERBY, INC.

**City of Broken Arrow**  
Project No. ST2029 Supplemental #3  
Houston Street Widening from Olive Avenue to Aspen Avenue  
Tulsa County, OK

CP&Y, Inc. dba STV Infrastructure (STV)

Task Description	No. Shfts	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
							Hours	Cost
		\$270.00	\$222.00	\$174.00	\$130.00	\$102.00		
<b>Revise Trunkline and Remove Sidewalk to eliminate ROW</b>								
Plans	2	4	5	16	21	0	46	\$ 7,704.00
Update Typical Sheets (Nos. 1-2)	1			2	2			
Update Pay Quantities (Base Bid)				2	2			
Update Roadway Summary Sheets				4	4			
Update P&P Sheets				1	1			
Update Driveway Schedule			1	1				
Revise Engineer's Estimate of Probable Cost			4					
Roadway QA/QC					10			
Revise Cross Sections & Earthwork								
<b>Drainage Design</b>		4	20	41	29	0	94	\$ 16,424.00
Updated Drainage Model			6	6	5			
Update Profile Linework and HGL in trunkline profile				6	6			
Update Cross Section linework				6	6			
Update Cross Section Callouts				6	6			
Update P&P Callouts				2	2			
Update Drainage Maps			4	4	4			
Revise Quantities, Pay Items & Notes			6	6				
Drainage Computations		4						
Drainage QC								
<b>Misc.</b>		0	0	3	5	0	8	\$ 1,172.00
Update Erosion Control Plans				2	2			
Update Right of Way				1	1			
Update SW3P					2			
<b>Attend Final Plan Review</b>							0	\$ -
<b>Revise Plans Per Comments</b>							0	\$ -
<b>Sub-Total Hours</b>		8	25	60	55	0	148	\$ 25,300.00
<b>Sub-Total Cost</b>		\$ 2,160.00	\$ 5,550.00	\$ 10,440.00	\$ 7,150.00	\$ -		



# PROJECT SCHEDULE

City of Broken Arrow, Oklahoma

ST-2029 Houston Street PS&E Development

TASK DESCRIPTION	START DATE	DURATION N (DAYS)	END DATE	PERCENT COMPLETE	June'	July	August	September	October
REDESIGN WORK									
Update Roadway	9-Jun-25	14	23-Jun-25	0%					
Redesign Stormwater System	9-Jun-25	14	23-Jun-25	0%					
Final Plan Development									
Internal QC	23-Jun-25	3	26-Jun-25	0%					
Submit Final Plans to City	27-Jun-25	1	28-Jun-25	0%					
City Review	1-Jul-25	10	11-Jul-25	0%					
Address City Comments	11-Jul-25	18	29-Jul-25	0%					
Submit Final PS&E to City	29-Jul-25	3	1-Aug-25	0%					