

**AMENDMENT NO. #1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GUY ENGINEERING SERVICES, INC.**

**PROJECT NAME: HOUSTON STREET WIDENING
FROM 9TH STREET TO OLD HIGHWAY 51**

PROJECT NO. ST1926

THIS **AMENDMENT NO. 1**, made and entered into this 3rd day of September 2019, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Guy Engineering Services, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated April 02, 2019, "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 (project) widening of Houston Street from 9th Street to Old Highway 51 to a five-lane roadway with curb and gutter and storm sewer system.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation and performance of environmental studies and to obtain an Approved Jurisdictional Determination (AJD) from the United States Army Corps of Engineers (USACE), which is the first step in the NEPA (National Environmental Policy Act) documentation process. A jurisdictional determination requires a delineation of waters and wetlands field study as well as reporting.

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, ENGINEER 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 ENGINEER to provide the USACE all documents and required studies to enable the USACE to make a jurisdiction determination. A jurisdictional determination requires a delineation of waters and wetlands field study as well as reporting. This includes a map of the entire project area and a wetland evaluation of the project area. Biological assessment field data will be collected concurrently and retained for future reporting.

2. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed April 02, 2019	\$470,056.00
Amendment No. 1	\$ 9,330.00
Revised Total Contract Amount	\$479,386.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. #1 is 45 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. #1 is effective upon signature by 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 to be effective on the date executed by the City Manager of the City of Broken Arrow, Oklahoma.

(The remainder of this page intentionally left blank)

OWNER:

City of Broken Arrow, a Municipal Corporation

CONSULTANT:

Guy Engineering Services, Inc.

Approved as to form:

By

Assistant City Attorney

By

John Blickensderfer, President

Date

8/21/2019

By

Michael L. Spurgeon, City Manager

(CORPORATE SEAL) If applicable

Date

Attest:

Attest:

By

Curtis Green, City Clerk

By

Michael, Twyman, Corporate Secretary

Date

Date

08/21/19

VERIFICATION

State of

Oklahoma

County of

Tulsa

Before me, a Notary Public, on this 21st day of August, 2019, personally appeared John E. Blickensderfer known to be to be the (President) of Guy Engineering Services, 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:

02/03/21

Notary Public