

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
WALLACE ENGINEERING – STRUCTURAL CONSULTANTS, INC.  
FOR  
PROJECT NAME: HILLSIDE DRIVE RETAINING WALL REPLACEMENT  
PROJECT NO. ST2034**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2020, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Wallace Engineering - Structural Consultants, Inc., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated August 6<sup>th</sup>, 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 replacement of the existing segmental block retaining wall along Hillside Drive with a cantilevered concrete retaining wall (PROJECT).

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to prepare construction documents for bidding purposes including revision of retaining wall foundation design for a maximum shear key depth of 36 inches, revision of affected drawings based upon design revisions, title sheet updates and updates to engineer's estimate.

**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 prepare construction documents for bidding purposes including revising retaining wall foundation design for a maximum shear key depth of 36 inches, revising affected drawings based upon design revisions and unit price bid items, updating the title sheet and engineer's estimate.

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 August 6th, 2020**

Design Fees (Lump Sum)	\$	46,490.00
Hourly NTE Construction Administration	\$	12,000.00
<b>Amendment No. 1 (Lump Sum)</b>	<b>\$</b>	<b>8,700.00</b>
<b>Revised Total Contract Amount</b>	<b>\$</b>	<b>67,190.00</b>

3. **AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is thirteen (13) days from Notice to Proceed.

4. **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.

**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: \_\_\_\_\_

**CONSULTANT:**

Wallace Engineering - Structural Consultants, Inc.

By: Thomas L. Hendrick  
Thomas L Hendrick, President

Date: 3/24/2020

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
City Clerk [Seal]

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

Attest: Doug M. Brown  
Doug M. Brown, C.F.O.

Date: 3/24/2020

Approved as to form:

[Signature]  
Assistant City Attorney

## VERIFICATION

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 24th day of March, 2020, personally appeared Thomas L. Hendrick, known to be to be the (**President**, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Wallace Engineering - Structural Consultants, 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:

12-11-2020

Elizabeth Franklin  
Notary Public

