

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.**

**PROJECT NAME: COUNTY LINE TRUNK SEWER IMPROVEMENTS – PHASE 1
PROJECT NO. S.1609**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of MAY 2020, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Professional Engineering Consultants, P.A., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated May 3, 2016 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the County Line Trunk Sewer Improvements – Phase 1.

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include expand the project scope and compensation to include additional geotechnical investigation.

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, 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:

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to provide modifications to plans due to field changes, additional services during construction due to changes in the field, review of Contractor Requests for Information and response to same, and coordination with Contractor and Owner Personnel for field resolution of issues.

2. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed May 3, 2016	\$ 665,150.00
Amendment No. 1	<u>\$37,800.00</u>

Revised Total Contract Amount	\$702,950.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 180 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

5. 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.

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: _____

CONSULTANT:

Professional Engineering Consultants, P.A.

By: _____

Michael D. Kelsey, P.E.,
Principal

Date: _____

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Date: _____

Approved as to form:

Leamy Ewing

Assistant City Attorney

VERIFICATION

State of Oklahoma
County of Tulsa) §

Before me, a Notary Public, on this 11th day of May, 2020, personally appeared Mike Ketsey, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Vice President) 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:

1/18/23

Faith Pinkerton

Notary Public

