

**AMENDMENT NO. 1 SUMMARY  
CITY OF BROKEN ARROW  
DOWNTOWN MAIN STREET STREETSCAPES – PHASE V  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. ST1820**

**1.0 Professional Consulting Firm:**

- 1.1 Name: R.L. Shears Company, P.C.
- 1.2 Telephone No.: 918-582-0612
- 1.3 Address: 1522 South Carson Avenue  
Tulsa, OK 74119

**2.0 Project Name/Location:** Downtown Main Street Streetscapes - Phase V, Main Street from Detroit Street to Elgin Street, Broken Arrow, Oklahoma

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services in order to provide plan and profiles and associated details for the replacement of the existing 8" waterline with a new 12" waterline along Main Street from Detroit Street to Elgin Street along the route to be impacted by the Streetscapes Phase V improvements.

**4.0 Agreement Summary:**

- 4.1 Amendment No.1 Amount: \$3,570.00
- 4.2 Agreement Time: N/A
- 4.3 Estimated Construction Cost: N/A

**5.0 Contract Documents and Priority:** The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

**6.0 Agreement Approved by the Owner on:** \_\_\_\_\_

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
RL SHEARS COMPANY, P.C.  
MAIN STREET STREETSCAPES PHASE V – DETROIT ST. TO ELGIN ST.  
PROJECT NO. ST1820**

THIS **AMENDMENT NO. 1** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and R.L. Shears Company, P.C., hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated August 15, 2017, for services as set forth in said Agreement; and

**WHEREAS**, CITY and CONSULTANT propose to amend said Agreement to provide additional design services/coordination and compensation; and

**WHEREAS**, the 2017 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. SCOPE OF SERVICES.**

The amended scope of services consists of providing plan and profiles and associated details for the replacement of the existing 8" waterline with a new 12" waterline along Main Street from Detroit Street to Elgin Street along the route to be impacted by the Streetscapes Phase V improvements.

**2. ORGANIZATION OF SUBMITTAL DOCUMENTS.**

The Organization of Submittal Documents related to this Amendment No. 1 are the same as defined in 2017 Agreement.

**3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.**

The Owner's responsibilities related to this Amendment No. 1 are the same as

defined in 2017 Agreement. No special conditions exist to this Amendment No. 1.

**4. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms specified in CONSULTANT'S Proposal (attached), as a change in the contract amount as follows:

|                                                    |              |
|----------------------------------------------------|--------------|
| Original Agreement Amount executed August 15, 2017 | \$156,770.00 |
| Amendment No. 1                                    | \$ 3,570.00  |
| Revised Total Contract Amount                      | \$160,340.00 |

**5. AMENDED PROJECT SCHEDULE.**

The Project Schedule related to this Amendment No. 1 is the same as defined in 2017 Agreement.

**6. 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 2017 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.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

**OWNER:**

City of Broken Arrow

Approved as to form:

By *Gesli Myers*  
Assistant City Attorney

By \_\_\_\_\_

Michael L. Spurgeon, City Manager

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

**CONSULTANT:**

R.L. Shears Company, P.C.

By *Robert L. Shears, II*

Robert L. Shears, II, A.S.L.A., CLARB,  
President

Date 5.8.18

Attest:

*Robert L. Shears, II*

Corporate Secretary (Seal)

Date 5.8.18

**VERIFICATIONS (If not a corporation)**

State of Oklahoma    )  
                                  ) §  
County of Tulsa        )

Before me, a Notary Public, on this 8th day of May 2018, personally appeared Robert Shears, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) Robert L. Shears of R.L. Shears Company, P.C., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

6-4-2019

