

**AMENDMENT NO. 3 SUMMARY  
CITY OF BROKEN ARROW  
37TH STREET - OMAHA TO ALBANY  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. ST1112**

**1.0 Professional Consulting Firm:**

- 1.1 Name: HRAOK, Inc.
- 1.2 Telephone No.: 918-258-3737
- 1.3 Address: 1913 West Tacoma, Suite A  
Tulsa, OK 74012

**2.0 Project Name/Location:** 37<sup>th</sup> Street – Omaha to Albany

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services in order to preform survey work related to PSO power pole relocation and to prepare additional right of way documents for revised roadway alignment to avoid extensive utility relocations.

**4.0 Agreement Summary:**

- 4.1 Amendment No.1 Amount: \$1,770.25
- 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. 3  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
HRAOK, Inc.**

**37<sup>TH</sup> STREET - OMAHA TO ALBANY**

**PROJECT NO. ST1112**

THIS **AMENDMENT NO. 3**, made and entered into this \_\_\_ day of June 2018, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and HRAOK, INC., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated July 5, 2011, for services as set forth in said Agreement; and

**WHEREAS**, said Agreement requires ENGINEER to prepare construction documents for bidding purposes for the construction of a 3-lane roadway on the 37<sup>th</sup> Street right-of-way between Omaha and Albany Streets; and

**WHEREAS**, CITY and ENGINEER propose to amend said Agreement to expand the project scope, design schedule and compensation; and

**WHEREAS**, the 2011 Agreement, the First Amendment, the Second Amendment and the Third Amendment 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 preform survey work related to PSO power pole relocation and to prepare additional right of way documents for revised roadway alignment to avoid extensive utility relocations.

**2. CHANGE IN CONTRACT AMOUNT.**

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

Original Contract Amount executed July 5, 2011	\$ 85,000.00
Amendment No. 1	\$ 25,900.00
Amendment No. 2	\$ 21,864.00
Amendment No. 3	<u>\$ 1,770.25</u>
Revised Total Contract Amount	\$134,534.25

**3. AMENDED PROJECT SCHEDULE**

Not applicable

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

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

Except as amended hereby, all terms of the 2011 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.

**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:**

HRAOK, Inc.

By *Salvador Titone*

Salvador Titone, P.L.S., Owner/Manager

Date 5-21-18

Attest:  
\_\_\_\_\_

Corporate Secretary (Seal)

Date \_\_\_\_\_

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
                                  )  
                                  )  
                                  )  
                                  )  
                                  )  
COUNTY OF TULSA )

                                  ss.

Before me, the undersigned Notary Public, in and for said County and State, on this 21<sup>st</sup> day of May, 2018, personally appeared SALVADOR TITONE, to me known to be the Managing Member of Salvador Titone, LLC, d/b/a HRAOK, who executed the within and foregoing instrument as its authorized agent and acknowledged to me that he did so as his free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

  
Notary Public

My Commission Expires:  
9-29-20

