

**AMENDMENT NO. 3  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**PROJECT NAME: RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT  
PROJECT NO. 2352120**

THIS **AMENDMENT NO. 3**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Kimley-Horn and Associates, Inc., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated May 3<sup>rd</sup>, 2023 "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 construction of Residential Streets Concrete Panel Replacement in the Vandever East 6<sup>th</sup> Addition (Project No. ST23060), Turtle Creek Phase 2 (Project No. ST23030), Brentwood (Project No. ST23300), and Meadow Heights (Project No. ST23310) subdivisions in Broken Arrow, OK.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include partial panel replacements, sawcutting integral curb, and additional cost-saving measures to complete concrete repairs to the specified locations.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendment No. 1 through No. 3 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:

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**1. PROJECT SCOPE.**

This Amendment requires ENGINEER to provide additional services for the Assistance During Bidding Phase including answering technical questions, attending pre-bid meetings, preparing addenda and addenda plan sheets, reviewing material submittals, and attending meetings as requested.

**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 May 3, 2023 | \$83,000  |
| Amendment No. 1                               | \$40,900  |
| Amendment No. 2                               | \$7,000   |
| Amendment No. 3                               | \$10,000  |
| Revised Total Contract Amount                 | \$140,900 |

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

This Amendment No. 3 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.

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