

Amendment No. 4
CITY OF BROKEN ARROW
ARCHITECT/ENGINEER CONTRACT NUMBER ST1410
BETWEEN COBB ENGINEERING COMPANY (CEC) AND
THE CITY OF BROKEN ARROW

1. Architecture/Engineering Firm:

- a. Name: CEC Corporation (formerly Cobb Engineering Company)
- b. Telephone No.: (918) 663-9401
- c. Address: 4617 East 91st Street South, Tulsa, Oklahoma, 74137

2. Project Title and Location: Florence Street Improvements, Olive Avenue to Aspen Avenue.

3. Contract Amendment for: Updating the plans completed and dated December 16, 2014. Services to be provided include, but are not limited to, modifying the RCB to a 4-cell 8'x3' RCB, revising the roadway profile and plans, revising the construction sequencing and temporary pavement typical sections, updating easement information, changing right-of-entry parcels to Temporary Construction Easements with exhibits, changing the SWPPP sheet to the latest SWMP sheet, and updating the drainage report with the new structure and flows. All other provisions of the original contract and previous amendments apply.

4. Contract Data:

- a. Amendment No. 4 amount shall not exceed Forty Three Thousand Five Hundred dollars and no cents, (\$43,500.00).
- b. The total time allowed for amended completion of Design Services is Thirty (30) calendar days.

5. Contract Documents and Priority: The City of Broken Arrow (called the City), represented by the City Manager, and the Architect/ Engineer firm, identified in paragraph 1 (called the A/E) agree to perform this 4th Amendment to the Contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of the Contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This 4th Amendment to the Contract
- b. 3rd Amendment to the Contract
- c. 2nd Amendment to the Contract
- d. 1st Amendment to the Contract
- e. The Contract
- f. Special Provisions set out in the Contract
- g. General Provisions set out in the Contract
- h. A/E's Proposal

6. Amendment approved by City Council on: _____

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officers or representatives on the dates set forth below.

OWNER:
City of Broken Arrow

CONSULTANT:
CEC Corporation

Approved as to form:

By *Lesli Myers*
Assistant City Attorney

By: *J Taylor Barnes*

By _____
Michael L. Spurgeon, City Manager

Print Name: J Taylor Barnes

Date: _____

Date: 5/21/18

Attest:

City Clerk

Attest:
Amber D Steel

Assistant Corporate Secretary (Seal)

Date: _____

Date: 5/21/18



VERIFICATION (if not a corporation)

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this _____ day of _____ 201____, personally appeared _____, known to me 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:

Notary Public