

**AMENDMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
RL SHEARS COMPANY, P.C.
FOR DOWNTOWN MAIN STREET STREETSCAPES – PHASE IV
PROJECT NO. 161709**

THIS **AMENDMENT NO. 4** made and entered into this _____ day of April 2017, 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 November 9, 2015, for services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT entered into Amendment No. 1 dated February 2, 2016 for additional design and equipment procurement services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT entered into Amendment No. 2 dated September 19, 2016 for additional design and equipment procurement services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT entered into Amendment No. 3 dated January 17, 2017 for additional topographic survey and design 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 2015 Agreement and First Amendment and Second and Third and Fourth Amendment shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services in Account Number 161709; 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.

An Amended Scope of Services as specified in the CONSULTANT'S Proposal (attached) is hereby incorporated by reference as part of this agreement.

2. ORGANIZATION OF SUBMITTAL DOCUMENTS.

The Organization of Submittal Documents related to this Amendment No. 4 are the same as defined in Amendment No. 3.

3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

The Owner's responsibilities related to this Amendment No. 4 are the same as defined in Amendment No. 3. No special conditions exist to this Amendment No. 4.

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 November 9, 2015	\$46,810.00
Amendment No. 1	\$445,530.00
Amendment No. 2	\$11,750.00
Amendment No. 3	\$17,400.00
Amendment No. 4	\$27,200.00
Revised Total Contract Amount	\$548,690.00

5. AMENDED PROJECT SCHEDULE.

The Project Schedule related to this Amendment No. 4 is in accordance with the terms specified in CONSULTANT'S Proposal (attached).

6. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 4 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2015 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 [Signature]
Kim Slinkard, Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:
R.L. Shears Company, P.C.

By [Signature]
Robert L. Shears, II, A.S.L.A., CLARB,
President

Date 4.4.17

Attest: [Signature]
Corporate Secretary (Seal)

Date 4.4.17

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)



Before me, a Notary Public, on this 4th day of April 2017, personally appeared Robert L. Shears, known to be to be the ~~(President)~~ Vice-President, Corporate Officer, Member, Partner, or Other: _____ 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:
4-11-17

[Signature]
Notary

CONSULTANT'S
PROPOSAL

March 17, 2017

Mr. Jeff Westfall, PE
City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, Oklahoma 74012

Dear Mr. Westfall,

The following scope of services and fees are being submitted as additional services and were not included in our original agreement. Our fee for Construction Observation included in our original agreement (Contract Amendment 1) was based on a 5-month construction period. The 5-month period ended on February 6, 2017 and construction is anticipated to continue through the end of April 2017. To continue our construction phase services an amendment to our agreement is necessary.

In addition, three temporary construction easements are required for work being performed on private property primarily at the intersection of Detroit and Main. To research and prepare the easement documents, an amendment to our agreement is required.

SCOPE OF ADDITIONAL SERVICES:

Construction Observation -

- Provide continued construction observation activities through the end of April 2017.

Temporary Construction Easement -

- Secure the services of a professional land surveyor to research and prepare 3 temporary construction easement for properties located at the intersection of Detroit and Main and 1 located on the east side of Ash Ave between the alleyway and Dallas St.

COMPENSATION:

The fees for the Basic Services as described above are based on a fixed fee as shown below:

• Construction Observation:	\$24,000.00
• (4) Temporary Construction Easements:	\$3,200.00
Total Fee:	\$27,200.00

Your signature below indicates acceptance of the foregoing.

Accepted By: _____

Date: _____

Sincerely,



Robert Shears ASLA, CLARB
President, R.L. Shears Company, P.C.