

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HRAOK, Inc.**

37TH STREET - OMAHA TO ALBANY

PROJECT NO. ST1112

THIS **AMENDMENT NO. 2**, made and entered into this 3 day of November 2016, 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 November 3, 2016 , 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 37th 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 and First Amendment shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services in Account Number 059-5300-431.70-16; 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 move the road alignment to avoid ONG line and to update plans, specifications and engineer's estimate to reflect this change. Basic scope of the services includes:

- a. Prepare construction documents for bidding purposes.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms specified in Exhibit 1, Amended Project Fee Schedule, 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 Alignment Revision	\$ 16,800.00
Amendment No. 2 Sub-Consultant Over Run Charges	\$ 5,064.00
Revised Total Contract Amount	\$132,764.00

3. AMENDED PROJECT SCHEDULE

A new project schedule as described in the attached Exhibit 2 is hereby incorporated by reference as part of this Agreement.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 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

CONSULTANT:

HRAOK, Inc.

Approved as to form:

By _____

Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

Deputy City Clerk

By _____

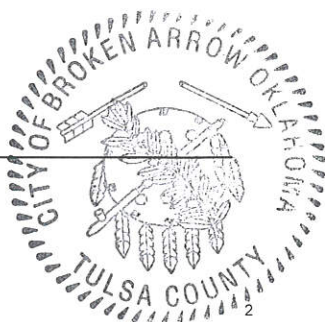
Salvador Titone, P.L.S., Owner/Manager

Date _____

Attest:

Corporate Secretary (Seal)

Date _____



VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 4th day of NOV., 2016, personally appeared SALVADOR TITONE, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) OWNER / MANAGER of HRAOK, Inc., 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:

10/23/19



[Handwritten signature in blue ink]

Exhibit 1

AMENDED PROJECT FEE SCHEDULE

Original Contract Amount executed July 5, 2011	\$ 85,000.00
Amendment No. 1	\$ 25,900.00
Amendment No. 2 Alignment Revision	\$ 16,800.00
Amendment No. 2 Sub-Consultant Over Run Charges	\$ 5,064.00
Revised Total Contract Amount	\$132,764.00

Exhibit 2

AMENDED PROJECT SCHEDULE

Final Plans for Review
Final Plans for Construction

Nov. 2016
Dec. 2016