

Amendment No. 3
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, add sidewalk on the south side from approximately Sta. 37+00 to Sta. 52+00 (including revising the driveways and streets to be ADA compliant), adding a HAWK crossing in the area of the school (approximately at Sta. 46+00), providing an analysis of the proper position for a temporary pedestrian crossing and a quick design of a temporary sidewalk including any drainage structures needed. All other provisions of the original contract and previous amendments apply.

4. Contract Data:

- a. Amendment No. 3 amount shall not exceed Nine Thousand Five Hundred dollars and no cents. (\$9,500.00).
- b. The total time allowed for amended completion of Design Services is Sixty (60) 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 3rd 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 3rd Amendment to the Contract
- b. 2nd Amendment to the Contract
- c. 1st Amendment to the Contract
- d. The Contract
- e. Special Provisions set out in the Contract
- f. General Provisions set out in the Contract
- g. A/E's Proposal

6. Amendment approved by the Manager 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

Approved as to form:

By _____
Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date: _____

Attest:

City Clerk

Date: _____

CONSULTANT:

CEC Corporation

By: _____

Print Name: _____

Date: _____

Attest: _____

Corporate Secretary (Seal)

Date: _____

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