

**AMENDMENT NO. 3
PROFESSIONAL CONSULTANT AGREEMENT
CITY OF BROKEN ARROW
ALBANY STREET IMPROVEMENTS
PROJECT NUMBER ST1411**

1.0 Professional Consulting Firm:

1.1 Name: Holloway, Updike and Bellen, Inc. (HUB)

1.2 Telephone No.: 918-251-0717

1.3 Address: 905-A South 9th Street Broken Arrow, OK 74012

2.0 Project Name/Location: Albany Street Improvements, Broken Arrow, OK.

3.0 Statement of Purpose: This amendment is to modify the plans and bid documents as required for the incorporation of: extension of triple cell box at 12th Street, addition of sidewalk along the west side of 12th Street, 12th and Albany intersection re-design, additional right-of-way documentation to accommodate triple cell box extension, sidewalk design and right-of-way documentation for Broken Arrow Public Schools, and revisions necessary to incorporate and adjust south side drainage plans to finalize the project.

4.0 Agreement Summary:

4.1 Amendment Amount: \$16,240.00

4.2 Amendment Time: 45 additional calendar days after approval of this amendment.

4.3 Cost Estimate: \$3,400,000

5.0 Contract Documents and Priority: The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of the Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 This 3rd Amendment to the Contract
- 5.2 AGREEMENT with corresponding Attachments;
- 5.3 Duly authorized Amendments to the AGREEMENT;
- 5.4 AGREEMENT Summary;
- 5.5 Specific project written correspondence mutually recognized; and
- 5.6 Specific project verbal instructions mutually recognized.

6.0 Amendment Approved by Owner on: _____

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

OWNER:
City of Broken Arrow

CONSULTANT:
Holloway, Updike and Bellen, Inc.

Approved as to form:

By *Leshi Myers*
Assistant City Attorney

By *[Signature]*
Vice President

By _____
Michael L. Spurgeon, City Manager

Date: _____



(CORPORATE SEAL) if applicable

ATTEST *Jimmie Parker*
Secretary

Attest:

Date: 11/13/18

Secretary

VERIFICATIONS (If not a corporation)

State of Oklahoma)
)
County of Tulsa)

Before me, a Notary Public, on this _____ day of _____, 2018, personally appeared _____, known to be the (President) of Holloway, Updike and Bellen, 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.

Notary Public

Commission Expiration

**ATTACHMENT A
TO
AMENDMENT NO. 3 - PROFESSIONAL CONSULTANT AGREEMENT
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)
FOR
ALBANY STREET IMPROVEMENTS
PROJECT NUMBER ST1411**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated July 2, 2013.

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of 5-Lane improvement along Albany Street (61st Street) from Lynn Lane Rd. to County Line Rd. These documents shall include, but not be limited to, the following: providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$3,500,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, and utility relocation. The CONSULTANT also understands that the OWNER intends to request a loan for the construction funds for this project. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 AMENDMENT SCOPE

The CONSULTANT will perform the following additional services:

1. Provide structural design of proposed triple cell box extension at 12th Street.
2. Re-design of 12th & Albany intersection with addition of sidewalk on west side of 12th Street.
3. Provide additional right-of-way documentation necessary for triple cell box extension and sidewalk addition.
4. Provide additional sidewalk design and right-of-way documentation for Broken Arrow Public Schools.
5. Incorporation of southside drainage plans to final plans and acceptance of current hydraulic analysis.