

**AMENDMENT NO. 1
TO
AGREEMENT SUMMARY
CITY OF BROKEN ARROW
KENOSHA STREET SIDEWALKS FROM NORTH SYCAMORE AVENUE TO NORTH
REDBUD AVENUE WITH PEDESTRIAN RAILROAD CROSSINGS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST23290**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Garver, LLC, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated February 21, 2023, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires ENGINEER to prepare construction documents for bidding purposes for Kenosha Street from North Sycamore Avenue to North Redbud Avenue to add sidewalk on the north and south sides of the Kenosha Street and across the existing railroad tracks.

WHEREAS, CITY and ENGINEER propose to amend said Agreement to expand the project scope and compensation to include expanded project limits to North Pecan Place on the south side of Kenosha Street.

WHEREAS, the 2023 Agreement and Amendments No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; 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 provide sidewalk construction plans along the south side of Kenosha Street from North Redbud Avenue to connect to the existing sidewalk at the east entrance to Rhema Bible Church, approximately 2,600' east of North Redbud Avenue. This portion of the sidewalk will be included as an add alternate in the construction plans. This work will be invoiced in a lump sum amount at the fee specified in this Amendment, ATTACHMENT A.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed February 21, 2021	\$ 35,850.00
Amendment No. 1	<u>\$ 36,750.00</u>
Revised Total Contract Amount	\$ 72,600.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 will conclude at the completion of construction.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2023 Agreement shall remain in full force and effect without modification or change.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest _____

City Clerk [Seal]

Date _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:

Garver, LLC

By Michael Winterscheidt

Michael J. Winterscheidt, Project Manager

Date 9/4/2024

Attest Damon D. Domer

Damon D. Domer, Project Manager

Date 9/4/2024

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 4th day of September, 2023, 2024 personally appeared Michael J. Winterscheidt, known to be to be the Project Manager of Garver, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

August 05, 2028
Amber Rakestraw
Notary Public

AMBER RAKESTRAW
NOTARY PUBLIC
TULSA COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 20009443
EXPIRES 08-05-2028

ATTACHMENT A
FEE SCHEDULE

Exhibit B

City of Broken Arrow

AMEND. NO 1--Kenosha St Pedestrian Railroad Crossing

FEE SUMMARY

	Title I Service	Estimated Fees
Lump Sum	Preliminary Design	\$ 24,250.00
Lump Sum	Final Design	\$ 12,500.00
Fee Type	Subtotal for Title I Service	\$ 36,750.00

Exhibit B**City of Broken Arrow****AMEND. NO 1--Kenosha St Pedestrian Railroad Crossing****PRELIMINARY DESIGN**

WORK TASK DESCRIPTION	E-5	E-4	E-1	T-2	AM-2	- Select Category -	- Select Category -
	\$257.00	\$212.00	\$136.00	\$119.00	\$100.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	1	6					
Quality Control Review	1	4					
Submittals to Client							
Subtotal - Project Management	2	10	0	0	0	0	0
2. Civil Engineering							
Survey Processing/Surface Creation			1	2			
Sidewalk Alignment			4	4			
Sidewalk Profile			4	4			
Preliminary Plans							
Sidewalk and Grading Sheet			12	12			
Survey Control Sheet				1			
Site Plan			12	12			
Coordination with Utility Companies		2	2				
Coordination and Meetings with Owner	2	2					
Quantities		1	1				
Opinion of Probable Construction Cost		1	1				
Subtotal - Civil Engineering	2	6	37	35	0	0	0
Hours	4	16	37	35	0	0	0
Salary Costs	\$1,028.00	\$3,392.00	\$5,032.00	\$4,165.00	\$0.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$13,617.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$133.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$133.00

SUBTOTAL: \$13,750.00

Geodeca Right of Way & Topographic Survey \$10,500.00

SUBCONSULTANTS FEE: \$10,500.00

TOTAL FEE: \$24,250.00

Exhibit B**City of Broken Arrow****AMEND. NO 1--Kenosha St Pedestrian Railroad Crossing****FINAL DESIGN**

WORK TASK DESCRIPTION	E-5	E-4	E-1	T-2	AM-2	- Select Category -	- Select Category -
	\$257.00	\$212.00	\$136.00	\$119.00	\$100.00	\$0.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	1	6					
Quality Control Review	1	4					
Submittals to Client							
Subtotal - Project Management	2	10	0	0	0	0	0
2. Civil Engineering							
Addressing Preliminary Comments		1	8	8			
Final Plans							
Details			1	1			
Sidewalk and Grading Sheet		1	16	16			
Erosion Control Plan			2	4			
Traffic Control Sheet		1	4	4			
Quantities		1	4				
Opinion of Probable Construction Cost		1					
Subtotal - Civil Engineering	0	5	35	33	0	0	0

Hours	2	15	35	33	0	0	0
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Salary Costs	\$514.00	\$3,180.00	\$4,760.00	\$3,927.00	\$0.00	\$0.00	\$0.00
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SUBTOTAL - SALARIES:	\$12,381.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$119.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$119.00
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SUBTOTAL:	\$12,500.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$12,500.00
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