

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GARVER, L.L.C.  
FOR 9<sup>TH</sup> STREET WIDENING EL PASO TO ELGIN  
PROJECT NO. ST1210**

THIS **AMENDMENT NO. 2** made and entered into this \_\_\_\_\_ day of October 2016, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Garver, L.L.C., hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated November 15, 2011, for services as set forth in said Agreement; and

**WHEREAS**, CITY and CONSULTANT entered into Amendment No. 1 dated August 8, 2012 for additional design services as set forth in said Agreement; and

**WHEREAS**, CITY and CONSULTANT propose to amend said Agreement to provide additional design services and compensation; and

**WHEREAS**, the 2011 Agreement and First Amendment and Second Amendment shall hereinafter collectively be referred to as the "Agreement"; and

**WHEREAS**, funding is now available for said additional services in Account Number ST1210; 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 Attachment A-2 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. 2 are the same as defined in Amendment No. 1.

**3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.**

The Owner's responsibilities related to this Amendment No. 2 are the same as defined in Amendment No. 1. No Special conditions exist to this Amendment No. 2.

**4. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms specified in Attachment D-2, Amended Compensation for Additional Services, as a change in the contract amount as follows:

Original Agreement Amount executed November 15, 2011	\$216,350.00
Amendment No. 1	\$24,250.00
Amendment No. 2	\$5,732.92
Revised Total Contract Amount	\$246,332.92

**5. AMENDED PROJECT SCHEDULE.**

The Project Schedule related to this Amendment No. 2 is the same as defined in Amendment No. 1.

**6. 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.

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 [Signature]

Michael L. Spurgeon, City Manager

Date 10/24/16

Attest:

\_\_\_\_\_  
City Clerk

**CONSULTANT:**

Garver, L.L.C.

By [Signature]

Name: Daniel H Williams

Title: President

Date 10/5/2016

Attest:

[Signature]

Corporate Secretary (Seal)

Date 10/5/2016



**VERIFICATIONS** (If not a corporation)

State of Arkansas )  
~~Oklahoma~~ )  
County of Pulaski ) §  
~~Tulsa~~ )

Before me, a Notary Public, on this 5th day of October, 2016, personally appeared Daniel H Williams, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: President) of Garver, L.L.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:

3-16-2024

[Signature]  
Notary

**ATTACHMENT A-2  
TO  
AMENDMENT NO. 2  
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
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**AMENDED SCOPE OF SERVICES**

The following scope of services for Amendment No. 2 shall be made a part of the AGREEMENT:

**1. PROJECT UNDERSTANDING**

(No change from original Agreement).

**2. AMENDED SCOPE OF SERVICES**

Per CITY direction, CONSULTANT has performed several out of scope services since the original Agreement was executed. These services include Right-of-Way Assistance Services, preparation for and attendance at various project meetings, preparation of displays and exhibits, and analysis of various parking lot options.

**ATTACHMENT D-2  
TO AMENDMENT NO. 2 TO  
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**AMENDED COMPENSATION FOR ADDITIONAL SERVICES**

**1.0 COMPENSATION**

The compensation for the CONSULTANT to perform all duties and responsibilities associated with the Amended Scope of Services as described in Attachment A-2 shall be in accordance with the following fee proposal from the CONSULTANT (amounts shown include all labor, material, overhead and profit associated with the Amended Scope of Services).



Scope Designation	Description	Snr. Proj. Mngr.	Project Manager	Snr. Project Engineer	Project Engineer	Design Engineer	Engr. Tech II	Engr. Tech I	Clerical	Hours	Fee
		\$223.43	\$153.92	\$132.40	\$114.20	\$91.03	\$91.03	\$64.55	\$58.75		
<b>AMENDMENT 2 ENGINEERING DESIGN SERVICES - LUMP SUM</b>											
<b>Labor</b>										<b>50</b>	<b>\$5,732.92</b>
1.0	Final Design	6		15	11			16	2	50	\$5,732.92
1.0.1	Out-of-Scope Services Previously Rendered Meetings and Displays, Parking Lot Options, Etc.									0	\$0.00
2.1	Preliminary Design Phase	0	0	0	0	0	0	0	0	0	\$0.00
2.1.1	Documentation									0	\$0.00
	Coordination Meeting									0	\$0.00
	Progress Report (Monthly)/Billing									0	\$0.00
2.1.2	Subconsultant Information									0	\$0.00
	Traffic Counts									0	\$0.00
	Coordination & Billing									0	\$0.00
2.2.1	Traffic Warrant Analysis									0	\$0.00
	Signal Warrant Analysis and Memo									0	\$0.00
2.1	Final Design Phase (IF WARRANTED)	0	0	0	0	0	0	0	0	0	\$0.00
2.3.1	Signal Design Plans									0	\$0.00
	Traffic Signal Plan									0	\$0.00
	Traffic Phasing and Sequence Plan									0	\$0.00
	Traffic Signal Wiring Diagram									0	\$0.00
	QA/QC									0	\$0.00
2.3.2	Signal Quantities									0	\$0.00
	Quantities									0	\$0.00
2.3.3	Preliminary Estimate									0	\$0.00
	Estimate									0	\$0.00
2.3.4	Submittal									0	\$0.00
	Reproduction Costs									0	\$0.00
<b>Subtotal - Engineering Design Fee (LUMP SUM)</b>										<b>50</b>	<b>\$5,732.92</b>
<b>Subtotal - Engineering Design Fee (BY WRITTEN AUTHORIZATION FROM THE CITY)</b>										<b>0</b>	<b>\$0.00</b>
<b>TOTAL - ENGINEERING DESIGN FEE (AMENDMENT 2) (LUMP SUM)</b>											<b>\$5,732.92</b>