

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
9TH STREET WIDENING FROM HOUSTON STREET TO WASHINGTON STREET
PROJECT NO. ST2027 (PREVIOUSLY ST2040)**

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 "OWNER", and Garver, LLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated February 18th, 2020 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide design plans for the 9th Street widening from Houston Street to Washington Street.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to create a separate set of project plans and specifications for the Washington Street intersection with the intent to bid separately from the 9th Street widening plans.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; 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. ATTACHMENT A – SCOPE OF SERVICES

The following language is added to Section 1.0 Project Understanding of the Agreement:

Furthermore, CONSULTANT understands: The intersection at 9th St. and Washington St. will become a separate set of construction plans and will be constructed separately from the widening of 9th St. north of this intersection.

The following language is added as Section 3.11 INTERSECTION PLAN PHASE:

Upon receiving the written Notice to Proceed, the Consultant shall provide the following plan sets and services:

3.11.1 9th St. and Washington St. Intersection Final Plans and opinion of probable cost

3.11.2 9th St. and Washington St. Intersection signed and sealed construction plans and
opinion of probable cost

3.11.3 Assistance During Bidding Phase

3.11.4 Project Close-Out Phase

2. ATTACHMENT C – COMPENSATION AND ADDITIONAL SERVICES

The following language is added to Section 1.0 BASIC COMPENSATION of the Agreement:

1.9 Task 10. Amendment No. 1 Payment: The Owner shall pay the Consultant the following compensation for the completion of 9th St. and Washington St. intersection construction plans:

Final Design \$34,450.00 (Lump Sum)
Assistance During Bidding \$8,500.00 (Hourly NTE)
Project Close-Out \$2,500.00 (Lump Sum)

The hourly rates in the attached fee proposal will be used during Assistance During Bidding phase

3. ATTACHMENT E – PROJECT SCHEDULE

The following language is added as Section 10.0 AMENDMENT NO. 1 of the Agreement:

10.0 AMENDMENT NO. 1: 72 Days

10.1	Notice to Proceed:	
10.2	Prepare and Submit Final (90%) Plans:	30 Days
10.3	Owner Review of Final Plans:	21 Days
10.4	Prepare & Submit bid documents (100% plans and specifications):	21 Days

4. CHANGE IN CONTRACT AMOUNT.

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

Original Contract Amount executed February 18, 2020	\$450,750
<u>Amendment No. 1</u>	<u>\$45,450</u>
Revised Total Contract Amount	\$496,200

5. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

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

6. ELECTRONIC SIGNATURES

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

City of Broken Arrow, a Municipal Corporation

By:

Michael L. Spurgeon,
City Manager

Date:

CONSULTANT:

Garver, LLC

By:

Michael Winterscheidt
Michael J. Winterscheidt,
Transportation Team Lead

Date: 4/29/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest:

City Clerk [Seal]

Date:

Attest:

Notary Public

Date:

Assistant
City
Attorney

D. Graham Parker

VERIFICATION

State of Oklahoma)
County of Tulsa)

Before me, a Notary Public, on this 29th day of April, 2024, personally appeared Michael Winterscheidt, known to be the (President, Vice-President, Corporate Officer, Member, or Other: Transportation Team Lead) 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, 2024

Notary Public

