

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC**

**WASHINGTON STREET IMPROVEMENTS, GARNETT ROAD TO OLIVE AVENUE
PROJECT NO. ST1616**

THIS **AMENDMENT NO. 2**, made and entered into this 10th day of August 2017, 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 June 20, 2016, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires ENGINEER to prepare construction documents for bidding purposes for the widening of Washington Street from Garnett Road to Olive Avenue to a five-lane roadway with curb and gutter and storm sewer system.

WHEREAS, CITY and ENGINEER propose to amend said Agreement to expand the project scope and compensation to include the preparation of additional right of way documents for this project; and

WHEREAS, the 2016 Agreement and First Amendment 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 prepare additional right of way documents for this project, an increase to the anticipated number of properties in the original Agreement dated June 20, 2016.

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 June 20, 2016	\$384,800.00
Amendment No. 1	\$ 26,500.00
Amendment No. 2	<u>\$ 10,975.00</u>
Revised Total Contract Amount	\$422,275.00

3. AMENDED PROJECT SCHEDULE

The project schedule will not be impacted.

4. 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 2016 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.

OWNER:

City of Broken Arrow

CONSULTANT:

Garver, LLC

Approved as to form:

By Lesli Myers

Assistant City Attorney

By Michael L. Spurgeon

Michael L. Spurgeon, City Manager

Date 8/10/17

Attest:

Lisa Blackford

City Clerk

VERIFICATIONS (If not a corporation)

By Ronald S. Petrie

Print Name:

RONALD S. PETRIE

Title:

SR. PROJECT MANAGER

Date 8/3/2017

Attest:

Brook Hall

COO
Corporate Secretary (Seal)

Date 8-3-17



State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 8th day of August, 2017, personally appeared RONALD S. PETRIE, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) PARTNER of Garver, LLC, 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:

10/26/19

