

**AMENDMENT NO. 4 SUMMARY
CITY OF BROKEN ARROW
WASHINGTON STREET IMPROVEMENTS, GARNETT ROAD. TO OLIVE AVENUE
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NUMBER ST1616**

1.0 Professional Consulting Firm:

- 1.1 Name: Garver, LLC
- 1.2 Telephone No.: 918-250-5922
- 1.3 Address: 6450 S. Lewis Ave., Suite 300, Tulsa OK 74136

2.0 Project Name/Location: Washington Street – Garnett Rd. to Olive Ave.

3.0 Statement of Purpose: This Amendment requires CONSULTANT to provide construction assistance services in the form of submittal review, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits if required by the CITY.

4.0 Amendment Summary:

- 4.1 Amendment No. 4 Amount (Hourly Not to Exceed): \$5,000.00
- 4.2 Amendment No. 4 Time: 300 calendar days
- 4.3 Estimated Construction Cost: \$5,462,910.54

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 this Contract. In the event of conflict, these documents shall be interpreted in the following order:

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

6.0 Amendment Approved by the Owner on: _____

**AMENDMENT NO. 4
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. 4**, made and entered into this _____ day of _____, 2019, 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 perform construction administration services.

WHEREAS, the 2016 Agreement and Amendments No. 2 through No. 4 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 construction assistance services in the form of submittal review, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits if requested by the CITY. This work will be invoiced on an hourly basis at the hourly rates specified in the June 2016 Agreement, ATTACHMENT D, Section 2.0 ADDITIONAL SERVICES BASED ON TIME.

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	\$ 10,975.00
Amendment No. 3	\$195,700.00
<u>Amendment No. 4 (Hourly Not To Exceed)</u>	<u>\$ 5,000.00</u>
Revised Total Contract Amount	\$622,975.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 4 is 300 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 4 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

Approved as to form:

By [Signature]

Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

CONSULTANT:

Garver, LLC

By: [Signature]

Print: Brent S. Schnier

Title/Office held: Vice President

Date 7-16-2019

Attest: [Signature]

Print: Michael J. Griffin, Secy.

Date 7/16/2019

Corporate Secretary (Seal)



City Clerk

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 18th day of July, 2019, personally appeared Brent Schniers, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) Vice President 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

Jayne D. Simpson

