

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
GARVER, LLC**

**PROJECT NAME: ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NO. 2452020**

THIS **AMENDMENT NO. 1** made and entered into this 10th day of June 2024, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and GARVER, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated November 7, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide the OWNER modeling assistance in the water distribution model to provide pressure information for improvements as well as updating the model to reflect upgrades in the distribution lines.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional On-Call Services.

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. AMENDED PROJECT SCOPE.

This Amendment requires CONSULTANT to perform additional services described in Attachment A-1, Scope of Services.

2. 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 as noted below and further broken out in Attachment C-1;

Original Contract Amount executed November 7, 2023	\$ 30,000.00
Amendment No. 1 – Additional On-Call Services	\$ 14,000.00
Revised Total Contract Amount	\$ 44,000.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is included in Attachment E-1.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

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

Except as amended hereby, all terms of the 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.

OWNER:

Broken Arrow Municipal Authority

By: *Michael Spurgeon*
Michael Spurgeon, General Manager

Date: 6/10/2024

Attest: *Curtis Green*
Secretary [Seal]

Date: 6/10/2024



CONSULTANT:

Garver, LLC

By: *Mary E. Mach*
Mary E. Mach, Vice President

Date: June 5, 2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: *Thomas M. Helvick*
Thomas M. Helvick, Project Engineer

Date: June 5, 2024

Approved as to form:

D. Graham Parker
OWNER Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public, on this Fifth day of June, 2024, personally appeared Mary E. Mach, known to be to be a senior 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:

3/22/27

Lisa Nipper
Notary Public



**ATTACHMENT A-1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
GARVER, LLC (CONSULTANT)**

**PROJECT NAME: ON-CALL WATER DISTRIBUTION SYSTEM MODELING
PROJECT NO. 2452020**

SCOPE OF SERVICES

The following scope of services shall be made a part of AMENDMENT 1 dated June 10, 2024.

1. PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services to assist the OWNER in providing on-call modeling for the OWNER's water distribution system.

2. SCOPE OF SERVICES

CONSULTANT will maintain OWNER'S distribution system hydraulic model using Innovyze InfoWater Pro software and perform the following: bring the model up to date and run scenarios as requested by OWNER. CONSULTANT will complete hydraulic evaluations with the distribution system model and provide analysis results on a frequency as requested by OWNER, CONSULTANT will complete updates to the model based on information provided by OWNER (e.g., updated GIS files, development plans, new or rehabilitated pipe). The anticipated update frequency is once per month as requested by the OWNER. Garver will house the model and provide access to OWNER for downloads of the updated model on a regular basis.

2.1. EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- 3.1.1 Design services
- 3.1.2 Construction phase services
- 3.1.3 Environmental services
- 3.1.4 Financial assistance
- 3.1.5 Public outreach
- 3.1.6 Geotechnical services
- 3.1.7 Property acquisition

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT.

END OF ATTACHMENT

**ATTACHMENT B-1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
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FOR
PROJECT NAME: ON-CALL WATER DISTRIBUTION SYSTEM MODELING
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ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of AMENDMENT 1 dated June 10, 2024.

1. Up-to-date Model
2. Letter response indicating pressure results from model

END OF ATTACHMENT

**ATTACHMENT C-1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
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PROJECT NAME: ON-CALL WATER DISTRIBUTION SYSTEM MODELING
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of AMENDMENT 1 dated June 10, 2024.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Conceptual, Design, and Bidding Phase Payment: The OWNER shall pay the CONSULTANT a not-to-exceed amount of \$14,000 to be compensated on an hourly rate basis plus expenses incurred for reproduction, travel, and direct costs.:

ADDITIONAL ON-CALL SERVICES	\$ 14,000.00
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This contract amount includes all labor, materials, overhead, and profit associated with this scope of services.

- 1.2 Construction Phase Payment: The OWNER may negotiate professional services fee with CONSULTANT at the OWNER'S discretion.
- 1.3 Project Closeout Phase Payment: To be determined by future amendment.

2.0 ADDITIONAL SERVICES BASED ON TIME

Additional services, if authorized in writing, will be compensated on an hourly rate basis at raw salary rate times a multiplier of 3.2 plus incurred expenses for reproduction, travel and direct costs.

3.0 REPRODUCTION

All charges for reproduction shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

4.0 MILEAGE

All direct costs shall be compensated on a direct cost basis under Basic Compensation of the Professional Consultant.

5.0 DIRECT COSTS

All Direct Costs shall be compensated on a direct cost basis under Basic Compensation Fee of the Professional Consultant.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall be revised annually at a rate no greater than 6%, unless otherwise mutually agreed upon by both parties.

7.0 EXTRA WORK- The following items are not included under this agreement but will be considered as extra work:

1. Design services
2. Construction phase services
3. Environmental services
4. Financial assistance
5. Public outreach
6. Geotechnical services
7. Property acquisition

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and CONSULTANT.

END OF ATTACHMENT C

**ATTACHMENT D-1
TO
AGREEMENT FOR CONSULTING SERVICES
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OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of AMENDMENT 1 dated June 10, 2024.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 NONE

END OF ATTACHMENT

**ATTACHMENT E-1
TO
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PROJECT SCHEDULE

The following schedule shall be made a part of AMENDMENT 1 dated June 10, 2024.

1.0 ON-CALL SERVICES: ON DEMAND

Task Description

Hydraulic Model Results
Water Distribution Updates

Schedule

7 working days from Owner Request
Monthly upon Owner Request

END OF ATTACHMENT E