

**AMENDMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, L.L.C.
FOR 9TH STREET WIDENING EL PASO TO ELGIN
PROJECT NO. ST1210**

THIS **AMENDMENT NO. 4** made and entered into this _____ day of July 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, 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 entered into Amendment No. 2 dated October 24, 2016 for additional design services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT entered into Amendment No. 3 dated January 17, 2017 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, Second Amendment, and Third 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. 4 are the same as defined in Amendment No. 3.

3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

The Owner's responsibilities related to this Amendment No. 4 are the same as defined in Amendment No. 3. No Special conditions exist to this Amendment No. 4.

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
Amendment No. 3	\$52,080.49
Amendment No. 4	\$16,053.62
Revised Total Contract Amount	\$314,467.03

5. AMENDED PROJECT SCHEDULE.

The Project Schedule related to this Amendment No. 4 is the same as defined in Amendment No. 3.

6. 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 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 _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Garver, L.L.C.

By [Signature]

Name: RONALD S. PETRIE

Title: SR. PROJECT MANAGER

Date 6/26/17

Attest: [Signature]

COO
Corporate Secretary (Seal)

Date 6-26-17



VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this _____ day of July, 2017, personally appeared _____, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) _____ 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:

Notary

**ATTACHMENT A-2
TO
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AMENDED SCOPE OF SERVICES

The following scope of services for Amendment No. 4 shall be made a part of the AGREEMENT:

1. PROJECT UNDERSTANDING

(No change from original Agreement).

2. AMENDED SCOPE OF SERVICES

The CONSULTANT, upon written authorization, will obtain a topographic survey of the (former) Cook Property and provide detailed design services for a parking lot on the property as well as one on the west side of the Patio Condominium Homes, Inc. (PCHI) property. In addition, CONSULTANT will provide new and revised Right-Of-Way and Easement documents for the PCHI property. CONSULTANT will also evaluate impacts of the parking lots on the existing project 9th Street Improvements design and make revisions to the design as necessary to accommodate the parking lots.

**ATTACHMENT D-2
TO AMENDMENT NO. 4 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	Quantity	Units	Rate	Fee
AMENDMENT 2 SURVEY AND RIGHT-OF-WAY SERVICES					
	1.0 Survey				\$3,000.00
	1.0.1 Topographic Survey				
	Survey Cook Property	1	LSUM	3,000	\$3,000.00
	2.0 Right-of-Way Services				\$800.00
	2.0.1 Right-of-Way Documents				
	Provide new and Revised Right-of-Way/Easement Document for Patio Condominium Homes	1	LSUM	800	\$800.00
Subtotal - Survey and Right-of-Way Services (NOT TO EXCEED)				0	\$3,800.00
TOTAL - SURVEY AND EIGHT-OF-WAY SERVICES FEE (AMENDMENT 2) (NOT TO EXCEED)					\$3,800.00