

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC**

**WASHINGTON STREET IMPROVEMENTS, GARNETT ROAD TO OLIVE AVENUE
AND EXTENDED TO ASPEN AVENUE**

PROJECT NO. ST1616

THIS **AMENDMENT NO. 3**, made and entered into this 5th day of September 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, storm sewer system, and a side path located on the north side of Washington Street.

WHEREAS, CITY and ENGINEER propose to amend said Agreement to expand the project scope, schedule and compensation to include the preparation of construction plans and bidding documents for the widening of Washington Street from Olive Avenue to Aspen Avenue; and

WHEREAS, the 2016 Agreement, 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; 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 construction documents for bidding purposes for the construction of Washington Street Widening from Olive Avenue to Aspen Avenue, excluding intersections at both Olive Avenue and Aspen Avenue. Improvements and/or modifications to the bridge over Haikey Creek are not included in this Amendment, it is anticipated that roadway and side path improvements will abut the existing bridge, but no work will be done to the bridge itself as a part of the PROJECT. The construction documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

The ENGINEER is required to keep the CITY apprised of the PROJECT costs and advise the CITY of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, ENGINEER understands: The ENGINEER shall design and quantify the widening of the existing roadway to five lanes. It is anticipated that the existing pavement will remain in place and be utilized in the widened configuration. The design will include the design of open drainage systems and/or closed storm sewer as needed to maintain positive drainage. The design will include any necessary CITY waterline and sanitary sewer adjustments necessary for the PROJECT, it is not intended that the entire waterline or sanitary sewer will need relocated for the entire PROJECT.

ENGINEER shall coordinate the subsurface exploration and design the subgrade and pavement section(s); perform civil design including minor water and sewer lines adjustments, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures. ENGINEER shall also coordinate gas, electric and other utility locations service with private utility companies.

ENGINEER shall submit drawings and documents in accordance with the original contract documents unless modified herein with this Amendment.

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	<u>\$195,700.00</u>
Revised Total Contract Amount	\$617,975.00

3. AMENDED PROJECT SCHEDULE

Refer to Exhibit 1 for the revised project schedule.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 3 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 Jessie Myers
Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 24th 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

CONSULTANT:

Garver, LLC

By Ronald S. Petrie

Print Name:

RONALD S. PETRIE

Title:

SR. PROJECT MANAGER

Date 8/21/2017

Attest:

Brook Holloman
COO
Corporate Secretary (Seal)

Date 8-21-2017



EXHIBIT 1

REVISED PROJECT SCHEDULE

Washington St. - Olive Ave. to Aspen Ave.
Broken Arrow Project No.

Broken Arrow Project No.

Subconsultants

City of Broken Arrow

Others



BROKEN ARROW
Where opportunity lives



GARVEY

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