

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, L.L.C.
FOR KENOSHA STREET IMPROVEMENTS, MAIN STREET TO
ELM PLACE
PROJECT NO. ST1409**

THIS **AMENDMENT NO. 2** made and entered into this _____ 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, L.L.C., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement dated November 5, 2013, for services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT entered into Amendment No. 1 dated June 19, 2014 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 2013 Agreement and First Amendment shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services in Account Number ST1409; 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. 2 are the same as defined in the Agreement.

3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

The Owner's responsibilities related to this Amendment No. 2 are the same as defined in the Agreement. No Special conditions exist to this Amendment No. 2.

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 5, 2013 | \$180,499.02 |
| Amendment No. 1 | \$22,250.00 |
| Amendment No. 2 | \$53,400.00 |
| Revised Total Contract Amount | \$256,149.02 |

5. AMENDED PROJECT SCHEDULE.

The Project Schedule related to this Amendment No. 2 is specified in Attachment E-2.

6. 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 2013 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 Lesli Myers

Lesli Myers, Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Garver, L.L.C.

By Ronald S. Petrie

Name: RONALD S. PETRIE

Title: SR. PROJECT MANAGER

Date 8/28/2017

Attest: Bruce Holt

COO
Corporate Secretary (Seal)

Date 8-28-2017



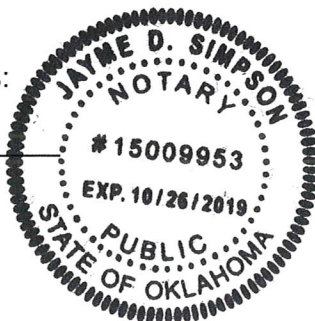
VERIFICATIONS (If not a corporation)

Oklahoma
State of ~~Arkansas~~)
Tulsa) §
County of ~~Pulaski~~)

Before me, a Notary Public, on this 30th 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, 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:

10/26/19



Notary

Jayme D. Simpson

**ATTACHMENT A-2
TO
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AMENDED SCOPE OF SERVICES

The following scope of services for Amendment No. 2 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 updated property reports for all of the properties in the project area, design and prepare construction documents for N. Cedar Ave. improvements including enclosed stormwater drainage system from Kenosha St. to Lola St., and re-design the stormwater drainage system on the west end of the project to incorporate a split-flow system. In addition, CONSULTANT will provide new property reports for all of the properties in the project area. CONSULTANT will also contract with a licensed land surveyor to provide staking of proposed right-of-way and easements.

**ATTACHMENT D-2
TO AMENDMENT NO. 2 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).

**ATTACHMENT E-2
TO AMENDMENT NO. 2 TO
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PROJECT NO. ST1409**

AMENDED PROJECT SCHEDULE FOR ADDITIONAL SERVICES

The following schedule shall be made a part of the AGREEMENT dated the ____ day of September, 2017.

1.0 FINAL DESIGN PHASE

- | | | |
|-----|---------------------------------------|-------------------|
| 1.1 | Notice to Proceed: | |
| 1.2 | Complete Final Plans and Submit: | 30 days after NTP |
| 1.3 | Owner Review/Review Meeting | 45 days after NTP |
| 1.4 | Complete Bid Documents (Plans/Specs): | 60 days after NTP |
| 1.5 | Submit bid documents | 70 days after NTP |



| Description | | Snr. Proj. Mngr. | Project Manager | Snr. Project Engineer | Project Engineer | Design Engineer | Engr. Tech II | Engr. Tech I | Clerical | Hours | Fee |
|---|--|---------------------|--------------------|-----------------------------|---------------------|--------------------|------------------|-----------------|----------|--------------------|--------------------|
| | | \$223.43 | \$177.42 | \$151.93 | \$125.45 | \$108.24 | \$99.96 | \$80.43 | \$61.90 | | |
| ADDITIONAL ENGINEERING DESIGN SERVICES (CEDAR AVE. & STORMWATER RE-DESIGN)- LUMP SUM | | | | | | | | | | | |
| Labor | | | | | | | | | | 222 | \$30,619.49 |
| Final Design Phase | | 0 | 26 | 94 | 60 | 0 | 42 | 0 | 0 | 222 | \$30,619.49 |
| Design Functions | | | | | | | | | | | |
| Analyze Split System on West End | | | 4 | 12 | | | | | | 16 | \$2,532.81 |
| Design Special Drainage Structure | | | 8 | 32 | | | 4 | | | 44 | \$6,680.90 |
| Street Alignment and Profile | | | 2 | 12 | | | | | | 14 | \$1,809.25 |
| Roadway Replacement Design | | | 4 | 20 | | | | | | 24 | \$3,116.70 |
| Enclosed Drainage System Design | | | 4 | 8 | | | | | | 12 | \$1,611.31 |
| Final Plans | | | | | | | | | | | |
| Stormwater Plan & Profile Revisions | | | 2 | 8 | | | 10 | | | 20 | \$2,569.88 |
| Street Plan & Profile Sheets | | | 2 | 4 | 8 | | 20 | | | 34 | \$3,965.38 |
| Cross Section Sheets | | | 2 | 8 | 12 | | 2 | | | 24 | \$3,275.58 |
| QA/QC | | | 2 | 2 | | | 2 | | | 6 | \$858.61 |
| Final Quantities | | | | 8 | | | | | | 8 | \$1,215.43 |
| Final Estimate | | | | | | | | | | | |
| Estimate | | | 1 | 2 | | | | | | 3 | \$481.27 |
| Final Construction Contract Documents | | | | | | | | | | | |
| Documents | | | 1 | 2 | | | | | | 3 | \$481.27 |
| Subconsultant Coordination | | | | | | | | | | | |
| Correspondence with Geodeca | | | 2 | 2 | | | | | | 4 | \$658.69 |
| Signed & Sealed Plans | | | | | | | | | | | |
| Incorporate Final Review Comments | | | 2 | 4 | | | 4 | | | 10 | \$1,362.40 |
| Subtotal - Engineering Design Fee (LUMP SUM) | | | | | | | | | | 222 | \$30,600.00 |
| | | | | | | | | | | UNIT COST | Fee |
| ENGINEERING DESIGN SERVICES - UNIT COST / NOT TO EXCEED | | | | | | | | | | | |
| Labor | | | | | | | | | | \$22,800.00 | |
| Final Design Phase | | | | | | | | | | | |
| ROW Documents (Minimum Required) | | Parcels | | | | | | | | | |
| Revision Log | | 0 | | | | | | | | \$300 | \$0.00 |
| Legal Description | | | | | | Geodeca | | | | | |
| Parcel Maps | | | | | | | | | | | |
| Easement Staking | | 22 | | | | | | | | \$225 | \$4,950.00 |
| Closure Report | | | | | | | | | | | |
| Certified Ownership Reports | | 51 | | | | | | | | \$350 | \$17,850.00 |
| Subtotal - Engineering Design Fee (UNIT COST/NOT TO EXCEED) | | | | | | | | | | \$22,800.00 | |
| TOTAL - ENGINEERING DESIGN FEE | | | | | | | | | | \$53,400.00 | |