

**AMENDMENT NO. 5
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. 5** made and entered into this _____ day of June, 2018, 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 entered into Amendment No. 4 dated July 18, 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, Third Amendment, and Fourth 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. 5 are the same as defined in Amendment No. 4.

3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

The Owner's responsibilities related to this Amendment No. 5 are the same as defined in Amendment No. 4. No Special conditions exist to this Amendment No. 5.

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
Amendment No. 5	\$18,300.00
Revised Total Contract Amount	\$332,767.03

5. AMENDED PROJECT SCHEDULE.

The Project Schedule related to this Amendment No. 5 is the same as defined in Amendment No. 4.

6. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 5 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 Lesli Myers

Lesli Myers, Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Garver, L.L.C.

By Daniel H. Williams

Name: [Signature]

Title: President/CEO

Date 5/16/18

Attest:

[Signature]

Corporate Secretary (Seal)

Date 5/16/2018



VERIFICATIONS (If not a corporation)

State of Oklahoma)

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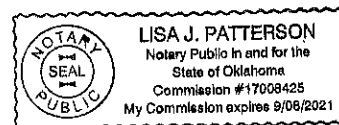
County of Tulsa)

Before me, a Notary Public, on this 21st day of May, 2018, personally appeared Daniel H. Williams, 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:

9/08/2021

Lisa J. Patterson
Notary



**ATTACHMENT A-2
TO
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AMENDED SCOPE OF SERVICES

The following scope of services for Amendment No. 5 shall be made a part of the AGREEMENT:

1. PROJECT UNDERSTANDING

(No change from original Agreement).

2. AMENDED SCOPE OF SERVICES

The CONSULTANT has performed the following services at the request of the CITY: Electrical Design, Landscaping Design, and development of Irrigation System design notes for the public parking lot to be constructed on the site of the (former) Cook property (which was purchased by the CITY). The City at one point requested that the CONSULTANT break out the parking lot design from the main roadway improvement bid documents, but later requested that this action be reversed. The cost of this work is also reflected in the fee.

**ATTACHMENT D-2
TO AMENDMENT NO. 5 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	Snr. Proj. Mngr.	Project Manager	Snr. Project Engineer	Project Engineer	Design Engineer	Engr. Tech II	Engr. Tech I	Clerical	Hours	Fee
		\$223.43	\$183.92	\$192.40	\$114.20	\$91.09	\$91.09	\$94.55	\$59.75		
AMENDMENT 5 ENGINEERING DESIGN SERVICES											
Labor											
	Final Design Phase	2	38	0	62	0	52	0	0	154	\$18,109.01
	Parking Lot Plans										
	Title Sheet				2		2			4	\$410.44
	Conduit Layout and Plans		2		6		8			16	\$1,721.20
	Landscaping Plan		2		4		8			14	\$1,482.81
	Irrigation Notes/Specs		2		4					6	\$794.61
	Break out Plans and Details Separate from 9th Street		2		8		12			22	\$2,313.69
	Quantities and Notes		4		6		2			12	\$1,482.88
	Meetings and Coordination		12		8					20	\$2,760.54
	Address Review Comments		6		12		12			30	\$3,386.13
	QA/QC	2	4		4					10	\$1,519.29
	Re-Insert Final Sheets into 9th Street Plans		4		8		8			20	\$2,257.42
	Printing										\$180.99
Subtotal - Engineering Design Fee										154	\$18,300.00

TOTAL - ENGINEERING DESIGN FEE (AMENDMENT 5)	\$18,300.00
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