



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Killeen
Killeen, Texas
Project No. 16181082

CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3, effective on the date last written below, shall amend the original contract between the City of Killeen (Owner) and GARVER, LLC (GARVER), dated April 13, 2016 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 3 adds professional services for the:

Renovation of the Army Radar Approach Control (ARAC) building at Robert Gray Army Airfield.

The original contract is hereby modified as follows:

SECTION 3 - PAYMENT

Section 3 of the original contract is hereby amended as follows:

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER based on progress payments for the lump sum amounts shown in Table 1. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

Table 1

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	\$8,300	Lump Sum
Preliminary Design (50%)	\$137,700	Lump Sum
Final Design (95%)	\$107,100	Lump Sum
Fort Hood DPW Specifications	\$7,500	Lump Sum
Kaya and TACROF Coordination	\$4,600	Lump Sum
Environmental Survey	\$9,600	Lump Sum
Handicap Parking Space Design	\$4,000	Lump Sum
Redesign for NEC Standards	\$3,500	Lump Sum
Construction Documents (100%)	\$29,100	Lump Sum
Bidding Services	\$13,600	Lump Sum
<i>Resident Project Representative</i>	<i>\$156,770</i>	<i>Hourly (estimated)</i>
Construction Phase Services	\$78,600	Lump Sum
Project Closeout	\$8,800	Lump Sum
TOTAL FEE	\$569,170.00	-



The total amount to be paid under this agreement is 569,170. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B.

GARVER will request progress payments, and the Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

APPENDIX A - SCOPE OF SERVICES

Appendix A of the original contract is hereby amended as follows:

2.9 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Prepare for and attend utilities coordination meeting, as necessary.
3. Attend progress/coordination meetings with the Client /Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. Consult with and advise the Client during the construction period. Garver will submit, when requested by the Client, written reports to the Client on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Client such periodic reports and information as may be required.
6. Issue instructions to the Contractor on behalf of the Client and issue necessary clarifications



- (respond to RFIs) regarding the construction contract documents.
7. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Client regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
 8. Maintain a set of working drawings and prepare and furnish record drawings.
 9. Provide part-time resident construction observation services for the estimated 48 week construction contract performance time. The proposed fee is based on approximately 40 hours per week during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.
 10. When authorized by the Client, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
 11. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Client during the construction period.
- Coordinate with the firm providing construction materials quality control testing by the Contractor. Coordinate with this firm to confirm that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Assist the Client in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

In performing construction observation services, Garver will endeavor to protect the Client against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Client immediately, so that appropriate action under the Client's contract with the Contractor can be taken.

Garver's project engineer or his qualified representative will be available at all times work is in progress



for telephone contact by the construction observer. Garver's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.


This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF KILLEEN

GARVER, LLC

By: _____
Signature

By: 

Signature

Name: _____
Printed Name

Name: Franck McIlwain
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 9/16/16

Attest: _____

Attest: 