

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT WITH
GARVER, LLC FOR ENGINEERING CONSULTING SERVICES**

THIS AMENDMENT NO. 2 to that certain Contract concerning the **MESQUITE TO CRANDALL WATER LINE CONNECTOR** and executed on the 15th day of December, 2021 (“the Contract”), by and between the **CITY OF MESQUITE**, a Texas municipal corporation, hereinafter called “CITY,” and **GARVER, LLC**, a Arkansas limited liability company, with its principal place of business at 4701 Northshore Drive, North Little Rock, Arkansas 72118, hereinafter called “ENGINEER,” evidences the parties agree to the following:

1. The Contract is amended to include additional services to be performed by ENGINEER as described in **Exhibit A** attached hereto and to provide additional compensation for said services as follows:

Original Contract Amount:	not to exceed	\$398,535.00
Increase due to Amendment No. 1	not to exceed	\$134,265.00
Increased due to Amendment No. 2	not to exceed	\$22,500.00*
New Contract Amount:	not to exceed	<u>\$555,300.00</u>

***This amount includes the fees for all Services and Reimbursable Expenses.**

2. To the extent not in conflict with this Amendment, all other terms, provisions, conditions, and obligations of the Contract between CITY and ENGINEER shall remain in full force and effect, and said Contract, as the same may have been previously amended, and this Amendment No. 2 shall be construed together as a single contractual agreement. However, in the event of a conflict between this Amendment and **Exhibit A**, this Amendment shall control, and the ENGINEER agrees to waive any claim asserting otherwise.

EXECUTED this the ____ day of _____ 2026, by CITY, signing by and through its City Manager, and by ENGINEER acting through its duly authorized officials.

**CITY OF MESQUITE
(CITY)**

**GARVER, LLC
(ENGINEER)**

By: _____
Cliff Keheley, City Manager,

By: _____
Lance Klement,
North Texas Business Team Leader

ATTEST:

ATTEST:

By: _____
Sonja Land, City Secretary

By: _____
Corporate Secretary

APPROVED AS TO FORM:
David L. Paschall, City Attorney

By: _____
Assistant City Attorney

**EXHIBIT A
SCOPE OF SERVICES
ADDITIONAL CONSTRUCTION SERVICE
CITY OF MESQUITE
GARVER PRJ # 21W05285**

This Contract Amendment No. 2 adds professional services to finish out the construction services support through the completion of the project as follows:

Modifies Basic Services as follows:

Basic Services

Reimbursements (Sub-consultants)

Task 9- Subsurface Utility Engineering (SUE)

- Project budget will be reduced from \$29,000 to \$28,450. The unused fee will be transferred to Task 13 – Extended Construction Phase Services.

Task 10- Survey

- Project budget will be reduced from \$51,500 to \$49,500. The unused fee will be transferred to Task 13 – Extended Construction Phase Services.

Adds a Special Services task as follows:

Special Services: Add the following tasks on an hourly basis plus reimbursable expenses as outlined below:

Task 13– Extended Construction Phase Services

13.1 Radio Tower Foundation Design

- Provide an engineered design for the foundation of the radio tower including the proposed location on the site plan.

13.2 Project Closeout Services

The budget under this task shall include the following closeout services:

- Participation in one (1) on-site project walk-through for the meter vault, limited to one (1) day and a maximum of three (3) Garver representatives.
- Preparation of a punch list following the walk-through.
- Incorporation of contractor-provided as-built markups into record drawings. Final deliverables shall consist of electronic PDF files. CAD files are not included unless authorized in writing as an additional service.

Task 14– Construction Commissioning Support

Garver to provide additional support to the CITY on an hourly basis plus reimbursable expenses as directed by the CITY. Additional support will include additional support needed beyond the current scope.

FEE PROPOSAL

This section presents the proposed fee to accomplish the scope of work outlined above.

<u>TASK DESCRIPTION</u>	<u>COST</u>	<u>FEE TYPE</u>
BASIC SERVICES		
REIMBURSEMENTS (SUB- CONSULTANTS)		Lump Sum
Task 9 – SUE	-\$500	
Task 10 – Surveys	-\$2,000	
SPECIAL SERVICES		
Task 13- Extended Construction Phase Services	\$15,000	HOURLY, NTE
13.1 Radio Tower Foundation Design	\$5,256	HOURLY, NTE
13.2 Project Closeout Services	\$9,744	HOURLY, NTE
Task 14- Construction Commissioning Support	\$10,000	HOURLY, NTE
Total Amended Fee	\$22,500	HOURLY, NTE

The total cost for completing the project related items is **\$22,500**. Progress invoices will be billed monthly.