

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

**PROJECT NAME: 9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO  
WASHINGTON STREET  
PROJECT NO. ST23280**

THIS **AMENDMENT NO. 3**, made and entered into this \_\_\_\_\_ day of April 2026, 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 October 10, 2023 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for 9<sup>th</sup> Street from Washington Street to New Orleans Street to widen the roadway to three lanes, add sidewalk, and a traffic signal replacement at the intersection with New Orleans Street.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional easement documents that were needed to obtain property needed for the project design.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1, No. 2, and No. 3 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 provide design updates to avoid existing utilities where possible. Specifically, sidewalk and ditch location adjustments along the west side of 9<sup>th</sup> St. to avoid proposed gas and overhead electric relocations are included. Additionally, adjustments to sidewalk, ditch locations, storm sewer

structures, and traffic signal infrastructure will be made at the intersection of 9<sup>th</sup> St. and New Orleans St. to avoid proposed gas and overhead electric relocations where possible. The adjustments will be reflected on all applicable sheets, but not limited to the following: quantities, typical sections, plan sheets, drainage profiles, erosion control, and cross sections.

**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 October 20, 2023	\$ 485,250.00
Amendment No. 1	\$ 13,552.00
Amendment No. 2	\$ 14,000.00
<u>Amendment No. 3</u>	<u>\$ 25,750.00</u>
Revised Total Contract Amount	\$ 538,552.00

**3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 3 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
GARVER, LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

- 1.1 This Amendment adds design updates to avoid conflicts with the existing and proposed utilities where possible along the project. The updates to the design will result in an updated set of plans showing the revisions and used to finalize utility relocation plans by the utility companies.
- 1.2 Design updates to the storm sewer system at 9<sup>th</sup> St. and New Orleans St. to avoid ONG relocations where possible.
- 1.3 Adjust sidewalk and grading locations to limit removal of fill over existing ONG lines along the west side of 9<sup>th</sup> St. in the vicinity of STA 115+50-STA 118+50 and STA145+50-STA 155+00.
- 1.4 Removal of drainage system from STA 111+00 to STA 114+00 and remodeling for positive overland drainage

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
GARVER, LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 90% Construction plans: The CONSULTANT shall provide an updated set of plans with the design revisions shown.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
GARVER,LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280**

**COMPENSATION AND ADDITIONAL SERVICES**

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 DESIGN UPDATES: The OWNER shall pay the CONSULTANT a lump sum amount of \$25,750.00 for the plan updates to eliminate conflicts with existing and proposed utilities where possible. This amount includes all labor, material, overhead and profit associated with the Scope of Services

## Exhibit B

### City of Broken Arrow

### 9th St. Widening, Washington to New Orleans - AMENDMENT NO. 3

#### FEE SUMMARY

	<b>Title I Service</b>	<b>Estimated Fees</b>
Lump Sum	Final Design	\$ 25,750.00
	<b>Subtotal for Title I Service</b>	<b>\$ 25,750.00</b>

**ATTACHMENT D  
TO  
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GARVER, LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280  
PROJECT SCHEDULE**

- 1.0 90% Plans submitted within 30 days of receipt of the fully executed amendment.