AMENDMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
STV INCORPORATED

PROJECT NAME: HOUSTON STREET WIDENING FROM OLIVE AVENUE TO ASPEN AVENUE
PROJECT NO. ST2029 (FORMERLY ST2037)

THIS **AMENDMENT No. 4**, made and entered into this _____ day of _____, 2026 between the CITY OF BROKEN ARROW, OKLAHOMA, a Municipal Corporation, of the State of Oklahoma, hereinafter referred to as "CITY", and STV Incorporated, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated January 7, 2020, "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include shift the proposed roadway to avoid impacting the existing high pressure gas line; and

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 4 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment; and

WHEREAS, funding is now available for said additional services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1.0 **PROJECT SCOPE**.
This Amendment requires CONSULTANT to perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this Amendment.

2.0 **CHANGE IN CONTRACT AMOUNT.**
The CITY and the ENGINEER agree that the ENGINEER shall be compensated for these additional services on a salary multiplier basis in accordance with Attachment D, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 4.

3.0 **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED**.
This Amendment No. 4 is effective upon signature of both parties.

4.0 **ELECTRONIC SIGNATURES**.

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with CITY'S requirements for submission of electronically signed and/or submitted documents.

Except as amended hereby, all terms of the 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.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon
City Manager

Date_____

Attest:_____
City Clerk [Seal]

Date _____

Approved as to form:

D. Graham Parker
_____
Assistant City Attorney

PM: BSS

CONSULTANT:

STV Incorporated

By:_____
David M. Neuhauser
Vice President

Date 2.10.2026

Attest:_____
Notary Public

Date 02-10-2026

VERIFICATION

State of Oklahoma)
)
County of Oklahoma)

Before me, a Notary Public, on this 10 day of February, 2026, personally appeared David Neuhauser, known to be the (President, Vice President, Corporate Officer, Member, or Other: Vice President) of STV Incorporated, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

04-16-2027

RICHARD TAYLOR
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES APRIL 16, 2027
COMMISSION # 23005258

Notary Public

ATTACHMENT "B"

AMENDMENT NO. 4
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SCOPE OF SERVICES

ATTACHMENT B

B. **SCOPE OF SERVICES.** The Scope of Services shall be amended as follows:

Services Before and During Construction

- Drainage
  - Answer RFI's from the Contractor during construction.
- Structures
  - Revise plans, quantities, and estimate to remove RCB extension before construction.
  - Revise plans, quantities, and estimate to add fencing and trail over existing RCB headwall before construction.
  - Answer RFI's from the Contractor during construction.
- Materials
  - Approve material submittals from the Contractor during construction.
- Design questions
  - Answer RFI's from the Contractor during construction.

SCHEDULE: CONSULTANT agrees to complete all work described above during the construction with the Approval of AMENDMENT NO. 4.

ATTACHMENT "D"

AMENDMENT NO. 4
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COMPENSATION FOR ADDITIONAL SERVICES

ATTACHMENT D

D. COMPENSATION. CONSULTANT shall be paid as compensation for the professional services set forth in this AMENDMENT NO. 4 and itemized in Exhibit 4A (Fee Schedule), an amount not to exceed Twenty-Nine Thousand One Hundred Twelve Dollars and 00/100 ($29,112.00).

The CONSULTANT acknowledges the following summary of modifications to the Fee Schedule as stated in the original contract and modified by AMENDMENT NO. 4:

Original Contract Amount	$289,759.00
AMENDMENT NO. 1 (7/20/2020)	$7,350.00
AMENDMENT NO. 2 (1/8/2025)	$148,294.00
AMENDMENT NO. 3 (6/17/2025)	$25,300.00
AMENDMENT NO. 4	**$29,112.00**
Total Amended Contract Amount	$499,815.00

City of Broken Arrow
Project No. ST2029 Supplemental #4
Houston Street Widening from Olive Avenue to Aspen Avenue
Tulsa County, OK

STV Incorporated (STV)

Task Description	No. Shts	Project Manager	Senior Engineer	Design Engineer	Design Technician	Admin / Clerical	Totals	
		$270.00	$222.00	$174.00	$130.00	$102.00	Hours	Cost
Services During Construction								
Drainage		8	8	30	0	0	46	$ 9,156.00
Answer Contractor RFI's		8	8	30				
Structures		10	6	56	0	0	72	$ 13,776.00
Revise plans, quantities, and estimate to remove RCB ext.		2		16				
Revise plans, quantities, and estimate to add fence & trail		2		16				
Answer Contractor RFI's		6	6	24				
Materials		4	4	16	0	0	24	$ 4,752.00
Review Material Submittals		4	4	16				
Misc. Design Questions		2	4	0	0	0	6	$ 1,428.00
Answer Contractor Design Questions		2	4					
							0	$ -
Sub-Total Hours		24	22	102	0	0	148	
Sub-Total Cost		$ 6,480.00	$ 4,884.00	$ 17,748.00	$ -	$ -		**$ 29,112.00**