

**AMENDMENT NO. 2
TO
AGREEMENT SUMMARY
CITY OF BROKEN ARROW
KENOSHA STREET SIDEWALKS FROM NORTH SYCAMORE AVENUE TO NORTH
REDBUD AVENUE WITH PEDESTRIAN RAILROAD CROSSINGS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST23290**

THIS **AMENDMENT NO. 2**, made and entered into this ____ day of _____ 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 February 21, 2023, for services as set forth in said Agreement; and

WHEREAS, said Agreement requires ENGINEER to prepare construction documents for bidding purposes for Kenosha Street from North Sycamore Avenue to North Redbud Avenue to add sidewalk on the north and south sides of the Kenosha Street and across the existing railroad tracks.

WHEREAS, Amendment No. 1 between the CITY and ENGINEER proposed to amend said Agreement to expand the project scope and compensation to include expanded project limits to North Pecan Place on the south side of Kenosha Street.

WHEREAS, Amendment No. 2 between the CITY and ENGINEER proposes to amend said Agreement to expand the project scope and compensation to include Construction Phase Services.

WHEREAS, the 2023 Agreement and Amendments Nos. 1 and 2 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 construction phase services during construction of the pedestrian crossing on the north and south sides of the railroad crossing and the sidewalk extension to the east to the east driveway into Rhema

Bible Church. These services include attending a pre-construction meeting, reviewing contractor submittals, responding to RFIs, one (1) site visit during construction, attending a final project walk-through, and providing record drawings. This work will be invoiced in a lump sum amount at the fee specified in this Amendment, ATTACHMENT A.

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 February 21, 2021	\$ 35,850.00
Amendment No. 1	\$ 36,750.00
Amendment No. 2	<u>\$ 4,800.00</u>
Revised Total Contract Amount	\$ 77,400.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 will conclude at the completion of construction.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2023 Agreement shall remain in full force and effect without modification or change.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

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

CONSULTANT:

Garver, LLC

By *Michael Winterscheidt*

Michael J. Winterscheidt, Project Manager

Date 07/06/2026

Attest *Damon D. Domer*

Damon D. Domer, Project Manager

Date 7/6/2026

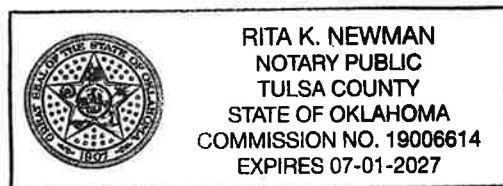
VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 6th day of July, 2026, personally appeared Michael J. Winterscheidt, known to be to be the Project Manager of Garver, LLC, 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:

July 01, 2027
Rita K. Newman
Notary Public



ATTACHMENT A

FEE SCHEDULE

Exhibit B

City of Broken Arrow

Kenosha St. Pedestrian RR Crossing--AMENDMENT NO. 2

FEE SUMMARY

Title II Service	Estimated Fees
Construction Phase Services	\$ 4,800.00
Subtotal for Title II Service	\$ 4,800.00

Exhibit B**City of Broken Arrow****Kenosha St. Pedestrian RR Crossing--AMENDMENT NO. 2****CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-1	T-1
	T27 - Trans NE OK Muni	T27 - Trans NE OK Muni	T27 - Trans NE OK Muni	T27 - Trans NE OK Muni
	\$316.00	\$258.00	\$143.00	\$104.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	2	2		
Subtotal - Project Management	2	2	0	0
2. Civil Engineering				
Preconstruction Meeting		2		
Responding to RFIs		2		
Shop Drawings/Material Submittals		2	4	
Record Drawings			4	4
On-Site Meetings		2		
Subtotal - Civil Engineering	0	8	8	4

Hours	2	10	8	4
Salary Costs	\$632.00	\$2,580.00	\$1,144.00	\$416.00

SUBTOTAL - SALARIES: \$4,772.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$28.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$28.00

SUBTOTAL: \$4,800.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$4,800.00