

**AMENDMENT NO. 2  
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. 2**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, 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 and No. 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 staking of forty-seven (47) easement parcels. The original contract contained staking of fifteen (15) easement parcels.

**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

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Revised Total Contract Amount	\$ 512,802.00
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**3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 2 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.

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

8/20/2025

Assistant City Attorney

**CONSULTANT:**

Garver, LLC

By: \_\_\_\_\_

Michael J. Winterscheidt, Proj. Manager

Date: 8/19/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

Damon D. Domer

Damon D. Domer, Proj. Manager

Date: 8/19/2025

**VERIFICATION**

State of Oklahoma )  
County of Tulsa ) §

Before me, a Notary Public, on this 19th day of August, 2025, 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:

August 05, 2028

Amber Rakestraw  
Notary Public

AMBER RAKESTRAW  
NOTARY PUBLIC  
TULSA COUNTY  
STATE OF OKLAHOMA  
COMMISSION NO. 20009443  
EXPIRES 08-05-2028

**RESOLUTION ADOPTED  
BY THE MANAGEMENT COMMITTEE OF  
GARVER, LLC.**

The Management Committee of Garver, LLC, hereby certify that, as duly elected and qualified officers of said firm, the following resolution was adopted at a specially called meeting held on the 15th day of August 2025, and that said Resolution is now in full force and effect:

NOW, THEREFORE, IT IS RESOLVED, that:

Brock E. Hoskins, Chair, President, Chief Executive Officer  
Michael J. Graves, Executive Vice President, Chief Operating Officer  
Jerry D. Holder, Jr., Senior Vice President, Treasurer  
Frank O. McIlwain, Senior Vice President  
Brent S. Schniers, Senior Vice President  
Jeffrey L. Sober, Senior Vice President  
Wm. Earl Mott, Jr., Senior Vice President  
Kurtis L. John, Senior Vice President, Secretary, General Counsel  
Matthew J. Gross, Vice President, Chief Information Officer  
Kyle M. Lawson, Vice President, Chief Financial Officer  
John C. Shaw, Vice President, Chief Human Resource Officer  
Laura E. Nick, Vice President, Chief Communications Officer

Gregory A. Archer, Director of Architecture  
Colin M. Bible, Vice President  
John F. Cantabery, Vice President  
Josh B. Crawford, Vice President  
John C. Cutright, Vice President  
Jason C. Langhammer, Vice President  
Mary E. Mach, Vice President  
R. Blake Martin, Vice President  
Mitchell R. McAnally, Vice President  
Shannon D. McGarrah, Vice President  
Randall G. McIntyre, Vice President  
Todd E. Mueller, Vice President  
Daniel N. Olson, Vice President  
Ronald S. Petrie, Vice President  
J. Andy Pruitt, Vice President  
Blake W. Roberson, Vice President  
John H. Ruddell, Vice President  
Brian S. Shannon, Vice President  
Aimee R. Schroller, Vice President  
Patrick R. Sisemore, Vice President  
S. Shane Smith, Vice President  
Wallace C. Smith, Vice President  
Keith D. Tencleve, Innovation & Business Support Director  
Nicci D. Tiner  
Wendy G. Travis, Vice President  
John T. Watkins, III, Vice President  
Adam T. White, Vice President  
Dakota G. Zimmerman, Vice President


Nick J. Altobelli, Senior Project Manager  
Amanda J. Anderson, Senior Project Manager  
T. Wayne Black, Senior Project Manager  
Bradley S. Bradshaw, Senior Project Manager  
James B. Cabbiness, Senior Project Manager  
R. Wesley Cardwell, Business Team Leader  
John W. Carrigan, Business Line Leader  
Brian S. Chong, Water Design Center Manager  
Robert J. Cook, Government Relations Director  
Ernesto A. Flores, Water Design Center Manager  
Christopher D. Gatling, Water Design Center Manager  
Lance P. Klement, Senior Project Manager  
Scott C. Leach, Senior Project Manager  
Craig G. Leone, Project Manager  
Jerry T. Martin, Business Line Leader  
Zachary T. Moore, Project Manager  
Ryan G. Patton, Senior Project Manager  
Nathaniel R. Polsgrove, Planning Director  
Justin A. Rackley, Senior Project Manager  
Adam P. Roberson, Senior Project Manager  
Jenny E. Sallee, Senior Project Manager  
Matthew J. Serynek, Business Line Leader  
Michael L. Spayd, Senior Project Manager  
Gregory T. Swoboda, Senior Project Manager  
R. Lawren Wilcox, Senior Project Manager  
Michael J. Winterscheidt, Senior Project Manager  
Kirsten J. McCullough, Senior Project Manager

are authorized and empowered to execute proposals and contracts on behalf of Garver, LLC.

In witness hereto, we have subscribed by name as officers of Garver, LLC, and have caused the seal of the Limited Liability Company to be affixed this 15th day of August 2025.



  
Brock Hoskins, Chair and President

  
Kurtis L. John, Sr. Vice President, Secretary  
and General Counsel

**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 staking of thirty-two (32) parcels and coordination of the staking.

**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 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall provide staking of thirty-two (32) additional parcels for a total of forty-seven (47) parcels.

**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 EASEMENT STAKING: The OWNER shall pay the CONSULTANT a lump sum amount of \$14,000.00 for the coordination and completion of staking of easements. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
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  
PROJECT SCHEDULE**

- 1.0 No change to the project schedule.