

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC**

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

THIS **AMENDMENT NO. 1**, 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 9th 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 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 fifty-two (52) right-of-way documents and review the documents for accuracy. The original contract contained fifteen (15) right-of-way documents. No additional staking of parcels is included in this amendment.

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
<u>Amendment No. 1</u>	<u>\$ 13,552.00</u>

Revised Total Contract Amount	\$ 498,802.00
-------------------------------	---------------

3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 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 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

5/12/2025

Assistant City Attorney

CONSULTANT:

Garver, LLC

By 

Michael J. Winterscheidt, Project Manager

Date May 6 / 2025

Attest 

Damon D. Domer, Project Manager

Date 5/6/2025

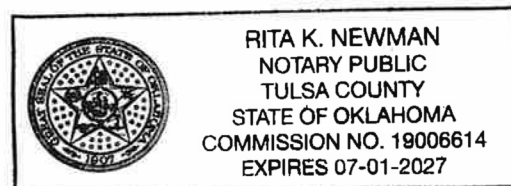
VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 6th day of May, 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:

July 01, 2027
Rita K. Newman
Notary Public



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

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 This Amendment adds thirty-seven (37) right-of-way documents and the review of those documents to the fifteen (15) included in the original scope.

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

ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit thirty-seven (37) additional right-of-way parcel documents for a total of fifty-two (52) total parcel documents.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
GARVER,LLC
FOR
9TH 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 RIGHT-OF-WAY DOCUMENTS: The OWNER shall pay the CONSULTANT a lump sum amount of \$13,552.00 for the completion and review of the right-of-way documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services

Exhibit A - Amendment No. 1

**City of Broken Arrow
9th St Widening-Washington to New Orleans**

FEE SUMMARY

Lump Sum	Title I Service	Estimated Fees	
	Final Design	\$	13,552.00
	Subtotal for Title I Service	\$	13,552.00

Exhibit A - Amendment No. 1**City of Broken Arrow
9th St Widening-Washington to New Orleans****FINAL DESIGN**

WORK TASK DESCRIPTION	E-5	E-4	E-2	E-1	T-2
	Trans NE OK Muni	Trans NE OK Muni	Trans NE OK Muni	Trans NE OK Muni	Trans NE OK Muni
	\$273.00	\$224.00	\$167.00	\$144.00	\$127.00
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination					
Quality Control Review		2	12		
Submittals to Client					
Subtotal - Project Management	0	2	12	0	0
2. Civil Engineering					
Final Plans					
Typical Sections					
Plan & Profile Sheets					
Cross Sections					
Maintenance of Traffic Plan					
Driveways					
Drainage Improvements					
Sidewalks					
Striping Plans					
Signing Plans					
Typical Details					
Erosion Control Plans					
Final Review/Walkthrough with City					
Coordination with Utility Companies					
Coordination and Meetings with Owner					
Coordination with DOT					
SWPPP/Coordination with DEQ					
Coordination with Health Department					
Specifications/Contract Documents					
Quantities					
Opinion of Probable Construction Cost					
Subtotal - Civil Engineering	0	0	0	0	0
3. Structural Engineering					
Retaining Wall Layout/Elevations					
Bridge					
Structural Details					
Structural Specifications					
Subtotal - Structural Engineering	0	0	0	0	0
Hours	0	2	12	0	0
Salary Costs	\$0.00	\$448.00	\$2,004.00	\$0.00	\$0.00

SUBTOTAL - SALARIES: \$2,452.00**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$0.00
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: \$0.00**SUBTOTAL: \$2,452.00****Keystone R/W Documents (37 @ \$300 each) \$11,100.00****SUBCONSULTANTS FEE: \$11,100.00****TOTAL FEE: \$13,552.00**

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

1.0 No change to the project schedule.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Kathy Jones PHONE (A/C, No. Ext): 501-377-8502 FAX (A/C, No): E-MAIL ADDRESS: kathy.jones@stephens.com														
INSURED Garver LLC 6100 Yale Avenue, Suite 1300 Tulsa OK 74136	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company (A++XV)</td><td>25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company (A++XV)</td><td>25615</td></tr><tr><td>INSURER C: Standard Fire Insurance Company (A++XV)</td><td>19070</td></tr><tr><td>INSURER D: Travelers Property Casualty Co of Amer (A++ XV)</td><td>25674</td></tr><tr><td>INSURER E: Starr Surplus Lines Insurance Company (A XV)</td><td>13604</td></tr><tr><td>INSURER F: Tokio Marine Specialty Insurance Company (A++XV)</td><td>23850</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company (A++XV)	25623	INSURER B: Charter Oak Fire Insurance Company (A++XV)	25615	INSURER C: Standard Fire Insurance Company (A++XV)	19070	INSURER D: Travelers Property Casualty Co of Amer (A++ XV)	25674	INSURER E: Starr Surplus Lines Insurance Company (A XV)	13604	INSURER F: Tokio Marine Specialty Insurance Company (A++XV)	23850
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Phoenix Insurance Company (A++XV)	25623														
INSURER B: Charter Oak Fire Insurance Company (A++XV)	25615														
INSURER C: Standard Fire Insurance Company (A++XV)	19070														
INSURER D: Travelers Property Casualty Co of Amer (A++ XV)	25674														
INSURER E: Starr Surplus Lines Insurance Company (A XV)	13604														
INSURER F: Tokio Marine Specialty Insurance Company (A++XV)	23850														

COVERAGES**CERTIFICATE NUMBER:** 85149573**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-PHX-24	7/1/2024	7/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537-24-43-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-6J09853A-24-43	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			UB-7K425966-24-43-G	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability- Claims Made			1000634123241	7/1/2024	7/1/2025	Each Claim & Aggregate \$2,000,000
F	Contractor's Pollution Liability			PPK2691456	7/1/2024	7/1/2025	Occurrence & Aggregate \$2,000,000
	Maritime Employer's Liability *			PSR083863	7/1/2024	7/1/2025	Combined Single Limit \$1,000,000
	Underwriter at Lloyds NAIC AA-1122000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached
RE: Project ST23280 / Garver Project: 23T27000

Full Prior Acts applies under the Starr Professional Liability policy shown above.

CERTIFICATE HOLDER

Project ST23280 / Garver Project: 23T27000

City of Broken Arrow
485 N. Popular Ave
Broken Arrow OK 74012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ted Grace

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 6100 Yale Avenue, Suite 1300 Tulsa OK 74136	
POLICY NUMBER P-630-1G052988-PHX-24			
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623	EFFECTIVE DATE: 7/1/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: City of Broken Arrow

ADDRESS: 485 N. Popular Ave Broken Arrow OK 74012

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile & ILT400 (05/19) on the Umbrella.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*** (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-PHX-24 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause.

General Liability Includes Work Within Railroad by endorsement CG D3 79 and Auto includes Work within Railroad endorsement CA 2070 .

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 6100 Yale Avenue, Suite 1300 Tulsa OK 74136	
POLICY NUMBER P-630-1G052988-PHX-24		EFFECTIVE DATE: 7/1/2024	
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)**HOLDER:** City of Broken Arrow**ADDRESS:** 485 N. Popular Ave Broken Arrow OK 74012

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

Cyber Policy PRV30063164200 with Endurance Assurance Corporation, eff. 7/1/24-7/1/25 Limits \$10,000,000 Data & Network Liability.

Employee Dishonesty Coverage - Policy #105807050 eff. 7/1/24-7/1/25 Limit \$1,000,000