

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
COWAN GROUP ENGINEERING, LLC**

**PROJECT NAME: ELM CREEK TRUNK LINE IMPROVEMENTS
PROJECT NO. S.1606**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2026, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and COWAN GROUP ENGINEERING, LLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an AGREEMENT dated NOVEMBER 5, 2019 "ORIGINAL AGREEMENT" for services as set forth in said AGREEMENT; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the upsizing/replacement of Elm Creek Trunk Sewer Line in between Aspen Ave. and Elm Pl. from the Indian Springs Lift Station approximately 2,600 LF south of Jasper Street to just south of the Creek Turnpike; and

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation and performance of survey services, including the staking of proposed permanent utility easements, temporary construction easements, and sanitary sewer alignment for twelve (12) properties.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "AGREEMENT"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, CONSULTANT 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 CONSULTANT to provide survey services in the form staking of proposed utility easements, temporary construction easements, and sanitary sewer alignment.

2. CHANGE IN AGREEMENT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount;

Original AGREEMENT Amount executed November 5, 2019	\$387,800.00
<u>Amendment No. 1 (NTE):(\$265/parcel)</u>	<u>\$3,500.00</u>
Revised Total AGREEMENT Amount	\$391,300.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

4. 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 parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

Broken Arrow Municipal Authority

By: _____
Michael L. Spurgeon, General
Manager

Date: _____

Attest: _____
Secretary [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

CONSULTANT:

Cowan Group Engineering, LLC

By: Jeff Cowan
Jeff Cowan, Principal

Date: 2/18/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: San Fahn

Date: 2/18/2026

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 18th day of February, 2026, personally appeared Jeff Cowan, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cowan Group Engineering, 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:

May 20,

Tonya Alexander
Notary Public

