

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
POE & ASSOCIATES, INC.  
FOR  
PROJECT NAME: WOLF CREEK PARK PEDESTRIAN BRIDGE IMPROVEMENTS  
PROJECT NO. 2653250**

THIS **AMENDMENT NO. 1**, 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 POE & ASSOCIATES, INC., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated November 18, 2025 "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 the replacement of the existing pedestrian bridge over the East Branch of Haikey Creek in Wolf Creek Park, located northeast of the S. Elder Avenue and W. Delmar Street intersection.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include revising the bridge design from a 100' span structure to an 80' span structure.

**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 revise the design, hydraulic analysis, and construction documents from the original 100' span structure to an 80' span structure. It also requires minimal designs to provide access to site for construction.

**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 November 18, 2025 | \$        | 93,480.00        |
| <u>Amendment No. 1</u>                              | <u>\$</u> | <u>23,520.00</u> |
| Revised Total Contract Amount                       | \$        | 117,000.00       |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 45 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:**

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:**

Poe & Associates, Inc.

By: \_\_\_\_\_  
Lee A. Cobb, Vice President

Date: 7-13-26

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
Katherine Gaches, Assistant  
Corporate Secretary

Date: 7-13-26

**VERIFICATION**

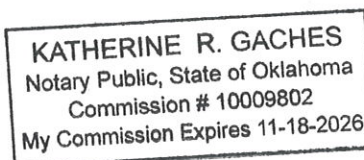
State of OKLAHOMA )  
County of TULSA ) §

Before me, a Notary Public, on this 13th day of July, 2026, personally appeared Lee A. Cobb, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Poe & Associates, Inc., 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:

Nov. 18, 2026

Katherine R. Gaches  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
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**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

- 1.1 Add additional design fees and time for revising the Wolf Creek Park Pedestrian Bridge from a 100' span structure to an 80' span structure, as well as providing access to the site for construction. This includes the design, hydraulic analysis, and construction documents.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
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**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 CONSTRUCTION DOCUMENTS: The CONSULTANT shall provide all documents in accordance with the original Agreement for the revised bridge design.

**ATTACHMENT C  
TO  
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**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 Bridge design revisions: The OWNER shall pay the CONSULTANT a lump sum amount of **\$23,520** for the completion of the bridge design revisions. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
TO  
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PROJECT SCHEDULE**

**1.0 FINAL DESIGN PHASE**

The revised FINAL DESIGN shall be submitted 45 days after a Notice to Proceed is issued for Amendment No. 1.