

**AMENDMENT NO. 2  
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. 2**, 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 ten (10) properties.

**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**, 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
Amendment No. 1 (NTE); (\$265/parcel)	\$3,500.00
Amendment No. 2 (NTE);(\$265/parcel)	<u>\$5,300.00</u>
Revised Total AGREEMENT Amount	\$396,600.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 2 is 30 days from Notice to Proceed.

**4. 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:**  
Broken Arrow Municipal Authority

**CONSULTANT:**  
Cowan Group Engineering, LLC

By: \_\_\_\_\_  
Michael L. Spurgeon, General  
Manager

By: Sean Fairbairn  
Sean Fairbairn, President

Date: \_\_\_\_\_

Date: 4-24-2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
Secretary [Seal]

Attest: Michael Taylor  
Michael Taylor, Managing Member

Date: \_\_\_\_\_

Date: 4/24/26

Approved as to form:

D. Graham Parker  
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
County of Oklahoma ) §

Before me, a Notary Public, on this 24<sup>th</sup> day of April, 2026, personally appeared Sean Fairbairn, 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:  
07-26-29  
Cyndi Nelson  
Notary Public

