

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
RJN GROUP, INC.**

**LYNN LANE TRUNK SEWER PHASE II REHABILITATION
PROJECT NO. S.25050**

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 RJN Group, Inc., hereinafter referred to as “ENGINEER”;

WITNESSETH:

WHEREAS, OWNER and ENGINEER entered into an Agreement dated August 19, 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 Lynn Lane Trunk Sewer Phase II Rehabilitation project.

WHEREAS, OWNER and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparing construction documents for bidding purposes for approximately 525 linear feet of 10-inch diameter sanitary sewer in need of replacement just east of South 6th Street and North of East Jasper Street.

WHEREAS, the ORIGINAL AGREEMENT and Amendment 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 the ENGINEER to perform engineering design for approximately 525 linear feet of 10-inch diameter sanitary sewer pipe for construction purposes. The feasibility study technical memo identified the Indian Springs aerial crossing as defective and recommended its replacement. The feasibility study technical memo also recommended not using the Rapid Inspection

Tool (RIT) to visually inspect the trunk sewer. The budget for the RIT inspection will be reallocated for the additional engineering design included in this amendment.

2. CHANGE IN CONTRACT AMOUNT.

No change in total compensation is proposed for the additional work identified in Amendment 1. The scope of work proposed under this Amendment 1 shall be performed with remainder of project funds available, per the following reallocation:

Original Contract Amount executed August 19, 2025	\$377,000.00
<i>Deduct Original Contract Amount (Lump Sum)</i>	<i>(\$21,000.00)</i>
<u>Amendment No. 1 (Lump Sum)</u>	<u>\$21,000.00</u>

Revised Total Contract Amount	\$377,000.00
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3. AMENDED PROJECT SCHEDULE

Amendment No. 1 does not add additional days to the original contract schedule.

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: _____

CONSULTANT:

RJN Group, Inc.

By: _____

Dan Jackson
Daniel Jackson, P.E.
Senior Vice President

Date: January 9, 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Secretary

Date: _____

Attest: _____

Jacob Brumbaugh
Jacob Brumbaugh, P.E.
Project Manager

Date: January 9, 2026

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Texas)
County of Dallas) §

Before me, a Notary Public, on this 9 day of January, 2026, personally appeared Daniel Jackson, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of RJN Group, 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:

January 18, 2029

Vivian H Mock
Notary Public

