

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

**PROJECT NAME: STONE RIDGE TOWNE CENTER DRAINAGE IMPROVEMENTS
PACKAGES "B", "C" AND "D"**

PROJECT NO. SW1910

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2020, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and COWAN GROUP ENGINEERING, LLC, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated OCTOBER 1, 2019, "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare Contract Documents, including construction plans and specifications, for the bidding and contracting of certain drainage improvements for Stone Ridge Towne Center, packages "B", "C", and "D"; and.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include ENGINEER to provide a redesign of the detention pond and relevant storm sewer infrastructure for package "B"; and

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 ENGINEER to provide a redesign of Package B. The overall design and layout of Package B was considered Final Design Plans, or 90% Complete in the Original Agreement. The Scope of Work for the Preliminary Design

of Package B was to review the design previously completed, update the design to current City Standards, and update the CADD files to current AutoCAD version. Upon completing the tasks required in the Original Agreement for Package B, a review meeting was held. During the review meeting, the OWNER requested the CONSULTANT to provide a concept that would adjust the overall design and layout of Package B. The redesign of Package B would result in the following changes:

- A. Moving the location of the detention pond approximately 20 feet west, eliminating the following:
 - a. Removal and relocation of about 220 linear feet of sanitary sewer pipe
 - b. Removal of one sanitary sewer manhole
 - c. Modification of one sanitary sewer manhole
 - d. Construction of two sanitary sewer manholes
 - e. A Utility Easement sanitary sewer relocation
 - f. Removal of a large storm sewer junction box
 - g. Removal of about 400 linear feet of elliptical pipe
 - h. Construction of about 100 feet of new elliptical pipe with headwalls
 - i. Construction of a new 36-inch headwall
- B. Sloping the bottom of the detention pond at a constant 2% to the southeast corner, eliminating the construction of about 400 linear feet of concrete lined ditch.

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 1, 2019	\$79,750.00
Amendment No. 1	\$ 8,500.00
Revised Total Contract Amount	\$88,250.00

3. AMENDED PROJECT SCHEDULE

Amendment No. 1 does not include a contract time increase.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature by 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 to be effective on the date executed by the City Manager of the City of Broken Arrow, Oklahoma.

(The remainder of this page intentionally left blank)

OWNER:

City of Broken Arrow, a Municipal Corporation

CONSULTANT:

Cowan Group Engineering, LLC

Approved as to form:

By [Signature] 1/14/2020
Assistant City Attorney

By [Signature]
Jeff Cowan, Managing Member
Date 1/10/2020

By _____
Michael L. Spurgeon, City Manager
Date _____

(CORPORATE SEAL) If applicable

Attest:

By _____
Curtis Green, City Clerk
Date _____

Attest:

By [Signature]
Ryan Mahaffey, Project Manager
Date 1/10/2020

VERIFICATION

State of Oklahoma
County of Tulsa

Before me, a Notary Public, on this 10th day of January, 2020,
personally appeared Jeff Cowan, known to be to be the (President,
Vice-President, Corporate Officer, Member, or Other: President) 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:

Oct. 16, 2023

[Signature]
Notary Public

