

**AMENDMENT NO. 2  
PROFESSIONAL CONSULTANT AGREEMENT  
BROKEN ARROW MUNICIPAL AUTHORITY  
NEW 24 INCH WATER LINE FROM THE BATTLECREEK STORAGE  
TANK TO THE DISTRIBUTION SYSTEM  
PROJECT NUMBER WL 1609**

**1.0 Professional Consulting Firm:**

1.1 Name: Holloway, Updike and Bellen, Inc. (HUB)

1.2 Telephone No.: 918-251-0717

1.3 Address: 905-A South 9<sup>th</sup> Street Broken Arrow, OK 74012

**2.0 Project Name/Location:** New 24-inch water line from the Battle Creek storage tank to the Distribution System. The water line will tie into the 24" water line near Battle Creek storage tank and tie into the 24" water line along Albany Street.

**3.0 Statement of Purpose:** This amendment is to modify the plans and bid documents as required for adjusted easement widths and realignment of the 24" water line from Station 7+00 to Station 74+00. The realignment will turn west at 26+50 and follow the north boundary of the Pack property for approximately 1,400 LF. It will then turn north onto the Crown Village property for approximately 215 LF, then turn west for approximately 380 LF to reach the east ROW of 161<sup>st</sup> E Ave. The alignment will turn north and stay within said ROW until it reaches 51st Street as shown on the attached map.

**4.0 Agreement Summary:**

4.1 Amendment Amount: \$24,500.00

4.2 Amendment Time: 60 additional calendar days after approval of this amendment.

4.3 Estimated Construction Cost: \$2,500,000.00

**5.0 Contract Documents and Priority:** The Broken Arrow Municipal Authority (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of the Contract. In the event of conflict, these documents shall be interpreted in the following order:

- 5.1 This 2nd Amendment to the Contract
- 5.2 AGREEMENT with corresponding Attachments;
- 5.3 Duly authorized Amendments to the AGREEMENT;
- 5.4 AGREEMENT Summary;
- 5.5 Specific project written correspondence mutually recognized; and
- 5.6 Specific project verbal instructions mutually recognized.

6.0 Amendment Approved by Owner on: \_\_\_\_\_

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this Agreement.

**OWNER:**  
Broken Arrow Municipal Authority

**CONSULTANT:**  
Holloway, Updike and Bellen, Inc.

Approved as to form:

By \_\_\_\_\_  
Assistant City Attorney

By \_\_\_\_\_  
Michael L. Spurgeon, City Manager

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

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Vice President



(CORPORATE SEAL) if applicable

ATTEST: \_\_\_\_\_  
Secretary

Date: June 21, 2017

VERIFICATIONS (If not a corporation)

State of Oklahoma    )  
                                  )  
County of Tulsa        )

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared \_\_\_\_\_, known to be the (President) of Holloway, Updike and Bellen, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration

**ATTACHMENT A  
TO  
AMENDMENT NO. 2 - PROFESSIONAL CONSULTANT AGREEMENT  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)  
FOR  
NEW 24 INCH WATER LINE FROM THE BATTLECREEK STORAGE  
TANK TO THE DISTRIBUTION SYSTEM  
PROJECT NUMBER WL 1609**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated October 6, 2015.

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of a new 24-inch water line from the Battle Creek storage tank to the Distribution System. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$1,000,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, and utility relocation. The CONSULTANT also understands that the OWNER intends to request a loan for the construction funds for this project. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

**2.0 AMENDMENT SCOPE**

The CONSULTANT will perform the following additional services:

1. Revise easement and easement map for Jerry and Susan Pack property.
2. Revise water line alignment to run west along south side of apartments to North Elm Place then North along North Elm Place to 51<sup>st</sup> Street South.

