

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
HOLLOWAY, UPDIKE AND BELLEN, INC.**

**PROJECT NAME: DRESSER RAND LIFT STATION REHABILITATION  
PROJECT NO. S.26020**

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 Holloway, Updike and Bellen, Inc., hereinafter referred to as “CONSULTANT”;

**WITNESSETH:**

**WHEREAS**, OWNER and CONSULTANT entered into an AGREEMENT dated January 20<sup>th</sup>, 2026 “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 improvements to the Dresser Rand Lift Station at 20600 E. 81<sup>st</sup> Street, Broken Arrow, OK.

**WHEREAS**, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to reduce the project scope and compensation by removing gravity sewer and force main construction from the project and reducing the proposed capacity of Dresser Rand Lift Station to 100 gpm; 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**, 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 reduce the project scope by removing design for the replacing the Dresser Rand Lift Station force main and upsizing downstream gravity sewer. The Amendment also reduces the design capacity of the Dresser Rand Lift Station to 100 gpm.

**2. CHANGE IN AGREEMENT AMOUNT.**

As compensation for the reduction in scope, OWNER shall pay CONSULTANT in accordance with the terms as a change in the AGREEMENT amount (as detailed in Attachment C-1);

Original AGREEMENT Amount executed January 20, 2026	\$206,000.00
<u>Amendment No. 1 (Reduction to Original A/E)</u>	<u>\$-106,000.00</u>
Revised Total AGREEMENT Amount	\$100,000.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 150 days from Notice to Proceed (as detailed in Attachment E-1).

**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: \_\_\_\_\_

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

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

Approved as to form:

D. Graham Parker  
Assistant City Attorney

**CONSULTANT:**

Holloway, Updike and Bellen, Inc.

By: [Signature]  
Stephen Tolar, P.E., S.E.,  
President

Date: 4-28-2026

(CORPORATE SEAL, IF APPLICABLE)  
Attest: [Signature]  
Tiffany Hilton, Assistant-Secretary

Date: 4/28/2026

VERIFICATION

State of Oklahoma) §  
County of Tulsa)

Before me, a Notary Public, on this 28<sup>th</sup> day of April, 2026, personally appeared Stephen Jolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) 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/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/01/28  
Tiffany Hilton  
Notary Public



**ATTACHMENT C-1**  
**TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**BETWEEN**  
**BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)**  
**AND**  
**HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)**  
**FOR**  
**DRESSER RAND LIFT STATION REHABILITATION**  
**PROJECT NO. S.26020**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described and shall be made a part of the AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2026.

**1.0 BASIC COMPENSATION**

The basic compensation for the 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 FACT Engineering Report: The OWNER shall pay the CONSULTANT a lump sum amount of \$8,000.00 for the completion of the Engineering Report. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$41,000.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$35,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Bid Assistance Phase: The OWNER shall pay the CONSULTANT NTE amount of \$5,000.00 for the completion of the Bid Assistance Phase Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Construction Services Phase: The OWNER shall pay the CONSULTANT NTE amount of \$5,000.00 for the completion of the Construction Phase Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Record Drawing Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$6,000.00 for preparation of record drawings in electronic media (AutoCAD 2025 or earlier version) and PDF format.
- 1.7 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1,

2026 for architectural / engineering services.

### **3.0 REPRODUCTION**

All charges for reproduction shall be included in Basic Compensation Fee of the CONSULTANT. No separate payment will be made for these expenses.

### **4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

### **5.0 DIRECT COSTS**

All direct costs shall be included in the Basic Compensation of the CONSULTANT. No separate payment will be made for these expenses.

### **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT E-1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY(OWNER)  
AND  
HOLLOWAY, UPDIKE AND BELLEN, INC. (CONSULTANT)  
FOR  
DRESSER RAND LIFT STATION REHABILITATION  
PROJECT NO. S.26020**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the \_\_\_ day of \_\_\_\_\_, 2026.

**1.0 PRELIMINARY DESIGN PHASE:**

- 1.1 Notice to Proceed: May 6, 2026
- 1.2 Prepare FACT Engineering Report: May 6 – July 15, 2026
- 1.3 Submit FACT Engineering Report: July 16, 2026
- 1.4 OWNER Review of FACT Engineering Report: July 17 – July 31, 2026
- 1.5 Prepare Preliminary Plans, Preliminary Technical Specifications, Right-of-Way/Easement Documents if needed, and Preliminary Construction Cost Estimate: May 6 – July 22, 2026
- 1.6 Submit Preliminary Plans Preliminary Technical Specifications, Right-of-Way/Easement Documents if needed, and Preliminary Construction Cost Estimate: July 23, 2026
- 1.7 OWNER Review: July 27 – August 10, 2026

**2.0 FINAL DESIGN PHASE:**

- 2.1 Notice to Proceed: August 11, 2026
- 2.2 Prepare final plans and specifications: August 11 – November 3, 2026
- 2.3 Prepare final cost estimate: August 11 – November 3, 2026
- 2.7 Submit final plans, specifications & cost estimate: November 4, 2026
- 2.8 OWNER Review: November 4 – November 18, 2026
- 2.9 Prepare bid documents (plans and specifications): November 19 – December 10, 2026
- 2.10 Submit bid documents: December 11, 2026

**3.0 RECORD DRAWINGS:** To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.