

**AMENDMENT NO. 1
TO
PROFESSIONAL CONSULTANT AGREEMENT
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HDR ENGINEERING, INC.
FOR VERDIGRIS RIVER WTP PRETREATMENT BASIN EXPANSION
PROJECT NO. 175436**

THIS **AMENDMENT NO. 1** made and entered into this _____ day of _____, 2018, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated May 16, 2017, for preliminary design, final design, bidding, and construction phase services as set forth in said Agreement; and

WHEREAS, OWNER and CONSULTANT propose to amend said Agreement to expand the project scope and compensation to include additional construction phase services; and

WHEREAS, the 2017 Agreement and First Amendment shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services in Account Number 175436; 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. SCOPE OF SERVICES.

An amended Scope of Services as specified in Attachment A-1 is hereby incorporated by reference as part of this agreement.

2. ORGANIZATION OF SUBMITTAL DOCUMENTS.

The Organization of Submittal Documents as specified in Attachment B-1 is hereby incorporated by reference as part of this agreement.

3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

OWNER's responsibilities related to this Amendment No. 1 are the same as defined in the agreement. No additional special conditions exist to this Amendment No. 1.

4. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms specified in Attachment D-1, Amended Compensation and Additional Services, as a change in the contract amount as follows:

	Original Agreement Amount	Amendment No. 1 Amount	Total Amount
Preliminary Design	\$ 42,000	---	\$ 42,000
Final Design	\$287,000	---	\$287,000
Bid Assistance	\$ 28,500	---	\$ 28,500
Construction Services	\$125,000	\$80,000	\$205,000
Project Close-out	<u>\$ 7,500</u>	<u>\$ 37,500</u>	<u>\$ 45,000</u>
Revised Total Contract Amount	\$490,000	\$117,500	\$607,500

5. PROJECT SCHEDULE.

The project schedule related to this Amendment No. 1 is tied to the Construction Contractor's schedule and is not identified herein.

6. 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 2017 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.

OWNER:

Broken Arrow Municipal Authority

CONSULTANT:

HDR Engineering, Inc.

Approved as to form:

By

Assistant City Attorney

Leshi Myers

By

Ramon F. Miguez, Vice President

[Signature]

By

Michael L. Spurgeon, City Manager

(CORPORATE SEAL) if applicable

Date

Attest:

Secretary

[Signature]

Attest:

Date

8/27/18

Secretary

VERIFICATIONS (If not a corporation)

State of ~~Oklahoma~~ ^{Texas})

County of ~~Tulsa~~ ^{Dallas}) §

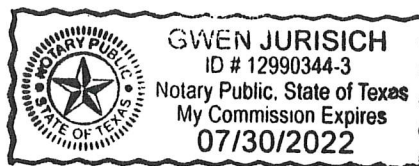
Before me, a Notary Public, on this 27th day of August, 2018, personally appeared Ramon F. Miguez, known to be to be the (President, Vice President, Corporate Officer, Member, Partner, or Other: _____) of HDR Engineering, Inc., and to be the identical person who executed the within and foregoing instrument, 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.

My Commission Expires:

07-30-2022

Notary Public

[Signature]



**ATTACHMENT A-1
TO
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SCOPE OF SERVICES

The following scope of services for Amendment No. 1 shall be made a part of the AGREEMENT:

1. PROJECT UNDERSTANDING

CONSULTANT has completed the design of the Verdigris River Water Treatment Plant Pretreatment Basin Expansion and OWNER anticipates award of the construction contract soon. The purpose of this Amendment No. 1 is to supplement the engineering services during construction and project close-out tasks.

2. AMENDMENT SCOPE OF SERVICES

The below paragraphs describe the additional work that will be provided by the CONSULTANT during construction of the Project.

2.5 CONSTRUCTION SERVICES PHASE: The services under this phase were partially funded under the original agreement. This amendment adds additional fee to complete Tasks 2.5.1 through 2.5.21.

2.5.1 General Administration of Construction Contract: This amendment provides additional fee to consult with OWNER and provide assistance to OWNER for administration of the Construction Contract.

2.5.2 Pre-Construction Conference: CONSULTANT's attendance is increased from two to four, including two subconsultant attendees.

2.5.5 Visits to Site and Observation of Construction: CONSULTANT's attendance is increased from one to up to two personnel per monthly construction meeting visit.

- 2.5.8 Clarifications and Interpretations: The fee is increased to accommodate additional RFIs, in part due to a contractor who has not worked on the site in the past.
- 2.5.10 Field Orders: OWNER will issue Field Orders for minor changes in the Work. Fee is added for the CONSULTANT to provide technical assistance for Field Orders as needed.
- 2.5.11 Change Proposals, Change Orders and Work Change Directives: Additional fee is included for CONSULTANT to provide review and supporting information upon request.
- 2.5.13 Shop Drawings, Samples, and Other Submittals: Additional fee is included for CONSULTANT to review shop drawings, including shop drawings for the chemical tanks that were accepted as additive alternatives in the bid.
- 2.5.19 Substantial Completion: CONSULTANT'S attendees are increased to include the HVAC engineer and project manager.
- 2.5.20 Final Completion and Performance Testing: Additional fee is included for an additional day of on-site assistance for performance testing.
- 2.6 PROJECT CLOSE-OUT: The services under this phase were partially funded under the original agreement. This amendment adds additional fee to complete Task 2.6.1 and adds a new Task 2.6.3.
- 2.6.1 Record Drawings. This amendment adds additional fee for the completion of Record Drawings.
- 2.6.3 Operations & Maintenance (O&M) Manual Update. CONSULTANT will update the O&M manual that was prepared for the original plant construction. The new facilities that are constructed under this project will be added, and changes to recommended operations procedures will be incorporated. Replacement pages will be prepared for insertion into the existing hard copy manuals, and a new pdf file of the entire updated manual will be submitted. Onsite operations training will not be conducted by the CONSULTANT.

**ATTACHMENT B-1
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ORGANIZATION OF SUBMITTAL DOCUMENTS

The following list of submittal documents for Amendment No. 1 shall be made a part of the AGREEMENT:

The following additional documents shall be submitted as deliverables for the project:

- O&M Manual Update (hard copy replacement pages and full pdf file)

**ATTACHMENT D-1
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation for Amendment No. 1 shall be made a part of the AGREEMENT.

1. BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A-1 shall be in accordance with the following payment breakdown:

- 1.1 Construction Services Phase Payment: OWNER shall pay the CONSULTANT on a Time and Materials basis with a not to exceed amount of \$205,000 for the completion of the Construction Services Phase, an increase of \$80,000 over the original agreement amount. CONSULTANT shall be paid an amount equal to Direct Labor Costs times a factor of 3.2, Reimbursable Expenses times a factor of 1.0, and CONSULTANT's subconsultant charges times a factor of 1.1.
- 1.2 Project Close-out Phase Payment: OWNER shall pay the CONSULTANT on a Time and Materials basis with a not to exceed amount of \$45,000 for the completion of the Project Close-out Phase, an increase of \$37,500 over the original agreement amount. CONSULTANT shall be paid an amount equal to Direct Labor Costs times a factor of 3.2, Reimbursable Expenses times a factor of 1.0, and CONSULTANT's subconsultant charges times a factor of 1.1.