

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

**PROJECT NAME: PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE  
ESTATES RELIF LINE  
PROJECT NO. S.24030**

THIS **AMENDMENT NO. 1**, made and entered into this 16 day of June 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "BAMA", and HOLLOWAY, UPDIKE & BELLEN, INC., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, BAMA and ENGINEER entered into an Agreement dated June 17, 2024, "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 construction of 8" sanitary sewer to relieve the existing Cambridge Estates Lift station and the construction of a replacement Parklane Lift Station and a new 6" force main.

**WHEREAS**, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional survey, ROW documentation and design work to reflect the newly proposed sanitary sewer alignment.

**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 revise previously prepared construction documents for construction of a new submersible lift station to replace the existing Park Lane LS and construct an 8" gravity sewer line to relieve the Cambridge Estates LS. The revisions are required to address property owner comments

requiring a new alignment and are necessary to obtain required easements. The new alignment requires new survey, preparation of additional ROW documents and redesign of the gravity sewer portion of the project.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed June 17, 2024:	\$ 218,330.00
Amendment No. 1	
Additional Survey	\$ 4,000.00
Additional ROW Documents	\$ 3,500.00
Final Design Revisions	\$ 3,500.00
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Revised Total Contract Amount	\$229,330.00

**3. AMENDED PROJECT SCHEDULE**

The revised schedule for Amendment No. 1 is an additional 70 days from Notice to Proceed to conduct the new survey and prepare the additional ROW documents.

**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.

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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 Spurgeon, General Manager

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

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

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

**CONSULTANT:**

Holloway, Updike & Bellen, Inc.

By: ST  
Stephen Tolar, President

Date: 6/10/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: Seal  
Tiffany Hilton, Secretary

Date: 6/10/25

Approved as to form:

D. Graham Parker

Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
County of Delaware ) §

Before me, a Notary Public, on this 10th day of June, 2025, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: President) of Holloway, Updike & 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

