

AMENDMENT NO. 1
TO
THE AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
FISCAL YEAR '16 HAIKEY CREEK
CAPITAL EQUIPMENT REPLACEMENTS
RMUA PROJECT NO. WPC 16-1

THIS AMENDMENT No. 1, to the Agreement for Professional Engineering Services is made and entered into this ____ day of _____, 20____, between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Holloway, Updike, and Bellen, Inc., an incorporation organized under the law of the State of Oklahoma, hereinafter referred to as **ENGINEER**;

WITNESSETH:

WHEREAS, **AUTHORITY** and **ENGINEER** entered into an **AGREEMENT**, dated September 9, 2015, under which the **ENGINEER** was to provide professional services to replace certain capital equipment identified in the strategic asset management plan, hereinafter referred to as the **AGREEMENT**, and

WHEREAS, **AUTHORITY** requires certain additional professional services in connection with the **PROJECT**, hereinafter referred to as the **SERVICES**, thereby necessitating the amending of the Agreement;

WHEREAS, **ENGINEER** is prepared to provide such **SERVICES**;

WHEREAS, funding is available for the **PROJECT** under Account Number 3551-5455601-860061;

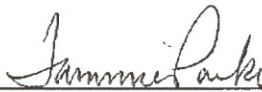
NOW, THEREFORE, in consideration of the promises contained herein, the parties agree to amend the Agreement as follows:

- 1.0 SERVICES TO BE PERFORMED BY ENGINEER. **ENGINEER** shall perform the SERVICES, described in Attachment B-1, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 1**.
- 2.0 COMPENSATION. The **AUTHORITY** and the **ENGINEER** agree that the **ENGINEER** shall be compensated for these additional services on a salary multiplier basis in accordance with Attachment D-1, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this **AMENDMENT NO. 1**.

3.0 All other terms and conditions of the Agreement of September 9, 2015, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Regional Metropolitan Utility Authority.

(SEAL)
ATTEST:



Tammie Parker, Secretary



Holloway, Updike and Bellen, Inc.
(ENGINEER)



Stephen Tolar, Vice President

Date 6.29.16

(SEAL)
APPROVED:

Secretary

REGIONAL METROPOLITAN UTILITY
AUTHORITY

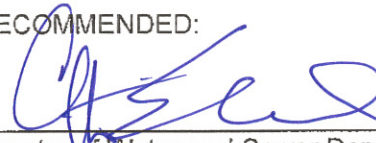
Chairman

Date _____

APPROVED AS TO FORM:

Attorney for Regional Metropolitan
Utility Authority

RECOMMENDED:



Director of Water and Sewer Department

RECOMMENDED:

Broken Arrow Municipal Authority, Chairman

City of Broken Arrow, City Manager

ATTEST:

(Seal) City Clerk

APPROVED AS TO FORM:

Assistant City Attorney