

**AMENDMENT No. 1
PROFESSIONAL CONSULTANT AGREEMENT
BROKEN ARROW MUNICIPAL AUTHORITY
REHABILITATION OF THE HEADWORKS AT
LYNN LANE WASTEWATER TREATMENT PLANT
SCREENING IMPROVEMENTS 165420
GRIT REMOVAL IMPROVEMENTS 165423**

1.0 Professional Consulting Firm:

- 1.1 Name: HDR Engineering, Inc.
- 1.2 Telephone No.: (972) 960-4400
- 1.3 Address: 17111 Preston Road, Suite 200, Dallas, TX 75248-1232

2.0 Project Name/Location: Rehabilitation of the Headworks at Lynn Lane Wastewater Treatment Plant (WWTP), including Screening Improvements & Grit Removal Improvements

3.0 Statement of Purpose: This amendment includes the preliminary design, final design, and bidding services. The conceptual design was conducted in the original agreement.

4.0 Agreement Summary:

- | | | |
|-----|--|--------------------------|
| 4.1 | Amendment Amount: | |
| | Basic Services | \$714,452 |
| | Subsurface Utility Locates (if needed) | \$ 14,350 |
| | Total | \$728,802 |
| 4.2 | Amendment Time: | <u>270</u> calendar days |
| 4.3 | Estimated Construction Cost: | \$9,200,000 |

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 1st 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 the Owner on: _____

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

OWNER:

Broken Arrow Municipal Authority

Approved as to form:

By [Signature]
Assistant City Attorney

CONSULTANT:

HDR Engineering, Inc.

By [Signature]
Ramon F. Miguez, Vice President

By _____
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) if applicable

Date _____

ATTEST: Teresa Hanson
Secretary

Attest:

Date 4-27-16

Secretary

VERIFICATIONS (If not a corporation)

State of Texas)
~~Oklahoma~~)
County of Dallas)
~~Tulsa~~)

Before me, a Notary Public, on this 27th day of April, 2016,
personally appeared Ramon Miguez, known to be to be the (President, Vice
President) Corporate Officer, Member, Partner, or Other: _____ of Holloway, HDR
Udike 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.

My Commission Expires:

4-3-19

Teresa Hanson
Notary Public



**ATTACHMENT A-1
TO
AMENDMENT No. 1 TO PROFESSIONAL CONSULTANT AGREEMENT
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SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____, 2016.

1.0 PROJECT UNDERSTANDING

CONSULTANT has completed the Conceptual Design Memorandum that recommended the OWNER construct a new combined headworks facility to replace the existing influent pumping, screening, and grit removal facilities. The OWNER has accepted this recommendation, and this Amendment No. 1 is for the CONSULTANT to develop bid documents for the selected alternative and to assist the OWNER in soliciting construction bids. An additional amendment to this Agreement will be executed after construction bids are received for the CONSULTANT to provide construction services and project close-out.

In addition, the CONSULTANT 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 OF SERVICES

2.3 PRELIMINARY DESIGN PHASE: Upon receiving written authorization to proceed from OWNER, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E-1:

2.3.1 Prepare a Preliminary Design Memorandum consisting of final design criteria, preliminary drawings (approximate 30% design level), and written descriptions of the Project.

2.3.2 A Preliminary Design Kickoff Workshop will be held with the OWNER. The discussion in the workshop will include confirmation of approach and any specific applicable Project Strategies, Technologies, and Techniques authorized by OWNER during or following the Conceptual Design Phase.

2.3.3 Provide necessary field surveys and topographic and utility mapping for CONSULTANT's design purposes. The survey will include the areas of the improvements and adjacent areas as needed for the design. Areas of the project site that are not

impacted by the new facilities will not be surveyed. Survey will include:

- Topographic survey of project area and features to 1-foot contours
- Four benchmarks
- Marking of up to four soil boring locations
- Subsurface utility location for underground utilities and piping that are needed for the design (will be conducted as needed on a time and materials basis from a separate not-to-exceed allowance)

2.3.4 Geotechnical Investigation. The A/E's geotechnical subconsultant will evaluate the geotechnical conditions at the site of the new facility to develop geotechnical parameters to assist in the design and construction of foundations. The study will include:

- Field program: Two borings will be drilled at the project site to obtain samples at varying depths and observe groundwater levels.
- Laboratory testing: The samples will be tested in the geotechnical subconsultant's laboratory including visual classification, moisture content, and strength tests.
- Engineering analysis and report: The report will include boring logs, laboratory test results, groundwater levels, lateral earth pressures for below-grade walls, and foundation recommendations.

BAMA responsibilities include providing right of entry to the site and an awareness of nearby subsurface utilities. The geotechnical subconsultant will contact OKIE One Call Service in advance of drilling.

2.3.5 Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist OWNER in tabulating the various cost categories which comprise Total Project Costs.

2.3.6 Obtain and review OWNER's instructions regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of OWNER's design and construction standards, OWNER's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for CONSULTANT to include in the draft Construction Contract Documents, when applicable.

- 2.3.7 Furnish five (5) review copies of the Preliminary Design Memorandum, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to OWNER and review them with OWNER. Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the furnished items.
- 2.3.8 Revise the Preliminary Design Memorandum in response to OWNER's comments, as appropriate, and furnish to OWNER five (5) copies and an electronic pdf file of the revised Preliminary Design Memorandum within 14 days after receipt of OWNER's comments.
- 2.4 FINAL DESIGN PHASE: After acceptance by OWNER of the Preliminary Design Report, and upon written authorization from OWNER to proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E-1:
 - 2.4.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2.4.2 Visit the Site as needed to assist in preparing the final Drawings and Specifications. Three site visits by the design team are assumed, including one during preparation of 60% documents, one during preparation of 90% documents, and one during preparation of the final documents.
 - 2.4.3 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist OWNER in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 - 2.4.4 Prepare the stormwater pollution prevention plan (SWPPP) for the onsite construction. For 30% design, the preliminary SWPPP sheet and erosion control plans will be prepared and discussions with historical and endangered species entities shall be initiated. During 60% design, the SWPPP sheet and erosion control plans will be finalized and discussions with the entities will be formalized. If additional services are needed outside this scope of work to address historical or endangered species requirements, the OWNER will be notified. During 90% design, the OKR10 Notice of Intent (NOI) shall be prepared for OWNER authorization.
 - 2.4.5 Advise OWNER of any recommended adjustments to the opinion of probable Construction Cost. An updated cost shall be prepared for the 60 percent, 90 percent, and final documents.

- 2.4.6 Prepare a specification for the proprietary grit removal equipment for use in obtaining a negotiated price for the equipment. This price will be included on the bid form for inclusion in the Bidders' price. Assist OWNER in obtaining and negotiating this price.
- 2.4.7 For 60 percent and 90 percent submittals, furnish for review by OWNER five (5) copies of the draft Drawings and Specifications and review them with OWNER in a workshop setting. Within 14 days of receipt, OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions.
- 2.4.8 Revise the final Drawings and Specifications in accordance with comments and instructions from the OWNER, as appropriate, and submit one reproducible final copy and electronic pdf files of such documents to OWNER.
- 2.5 BID ASSISTANCE PHASE: After acceptance by OWNER of the final Drawings and Specifications and the most recent opinion of probable Construction Cost, and upon written authorization from OWNER to proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E-1:
 - 2.5.1 Assist OWNER in advertising for and obtaining bids for the Work. OWNER will issue bidding-related documents to prospective contractors and maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2.5.2 Attend pre-bid conference, which will be led by OWNER.
 - 2.5.3 Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 2.5.4 Consult with OWNER as to the qualifications of prospective contractors.
 - 2.5.5 Consult with OWNER as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 2.5.6 If the issued documents require, the CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents.
 - 2.5.7 Attend the bid opening, prepare bid tabulation sheets to meet OWNER's schedule, and assist OWNER in evaluating bids.

- 2.6 CONSTRUCTION SERVICES PHASE: The services for this phase will be added by future amendment.
- 2.7 PROJECT CLOSE-OUT: The services for this phase will be added by future amendment.

**ATTACHMENT B-1
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ORGANIZATION OF SUBMITTAL DOCUMENTS

The following list of submittal documents shall be made a part of this AGREEMENT dated the ____ day of _____, 2016.

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

- Preliminary Design Memorandum
- Geotechnical Report
- 60% Drawings and Specifications
- 90% Drawings and Specifications
- Final Drawings and Specifications
- OKR10 Notice of Intent
- Addenda (as needed)

**ATTACHMENT C-1
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OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____, 2016.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

- 2.1 None

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COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the ____ day of _____, 2016.

1.0 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 shall be in accordance with the following payment breakdown:

- 1.1 Preliminary Design Phase Payment: BAMA shall pay the Consultant a Lump Sum amount of \$114,679 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final Design Phase Payment: BAMA shall pay the Consultant a Lump Sum amount of \$564,618 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Bidding Phase Payment: BAMA shall pay the Consultant a Lump Sum amount of \$35,155 for the completion of the Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion. To be determined by future amendment.
- 1.5 Project Closeout Phase Payment: To be determined by future amendment.

2.0 ADDITIONAL SERVICES BASED ON TIME

Subsurface Utility Location Services shall be conducted as needed to supplement the site survey for location of utilities that impact and/or conflict with the new headworks facility. These services will be compensated on a time and materials basis with the following upper limits:

Underground Utility Locates: Upper Limit of \$10,500
Underground Pavement Locates: Upper Limit of \$ 3,850

Any other additional services, if authorized in writing, will be compensated on an hourly rate basis at raw salary rate times a multiplier of 3.2 plus incurred expenses for reproduction, travel and direct costs.

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional 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 Professional 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 Professional 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.

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PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____, 2016.

- 1.0 CONCEPTUAL DESIGN PHASE:**
Completed under original Agreement
- 2.0 PRELIMINARY DESIGN PHASE:**
Complete 75 Calendar Days after Notice to Proceed.
- 3.0 FINAL DESIGN PHASE:**
Complete 240 Calendar Days after Notice to Proceed.
- 4.0 BIDDING PHASE:**
Complete 330 Calendar Days after Notice to Proceed.
- 5.0 CONSTRUCTION OVERSIGHT PHASE: (IF REQUIRED)**
To be determined by future amendment.