

**AMENDMENT FOR
ENGINEERING SERVICES WITH BLACK & VEATCH
PROJECT NUMBER ES 2022-04
CONTRACT NO. 135541**

DESCRIPTION OF WORK AND LOCATION Per request from Owner, remove TM-2 deliverable from scope of AGREEMENT and add analysis of an additional alternative for an upstream Flow Equalization Basin on the 54-inch interceptor.

Total Budget	\$297,030.00
Original Construction Cost	N/A
Original Design (Study)	\$268,813.00
Additional Design Cost (Study Amendment)	\$28,217.00
Total Design Cost	\$297,030.00
Total Raw Labor Cost	\$65,078.00
Overhead	171.00%
Profit	10.00%
Multiplier	N/A
Total Design Cost / Total Construction Cost	N/A
Advertising Date	TBD

ENGINEERING CONSULTING AMENDMENT CHECKLIST

Over all cover sheet (attached)

- Correct project number and contract number
- Correct account number
- New insurance information (Section 11)
- Summary of original agreement and execution date
- Summary of previous amendments and execution date
- Detailed description of the reason for the amendment
- Signature page separate sheet having "IN WITNESS WHEREOF..." paragraph and signatures
- New detailed man-hour / task breakdown
- New schedule
- Insurance cancellation clause correct (30 days)

Prepared By:

Consulting Engineer



Black & Veatch, Project
Manager

Project Engineer

Lead Engineer

AMENDMENT NO. 1

TO THE

THE AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT NO. 1, to the Agreement for Professional Engineering Services (Contract No. 135541) is made between the Regional Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as AUTHORITY, and Black & Veatch Corporation, a corporation organized under the laws of the state of Delaware, hereinafter referred to as ENGINEER;

WITNESSETH

WHEREAS, AUTHORITY intends to perform improvements to the existing Haikey Creek Lift Station located at 11606 South Garnett Road, Broken Arrow, OK 74011, hereinafter referred to as the PROJECT; and,

HAIKEY CREEK LIFT STATION, PHASE 4
PROJECT NO. ES 2022-04

WHEREAS, AUTHORITY and ENGINEER entered into an AGREEMENT, dated September 13, 2023, under which the ENGINEER was to provide professional services in connection with the PROJECT, 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;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT. The scope of the PROJECT shall be revised as described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 1.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES, described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 1.
- 3.0 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, COMPENSATION FOR ADDITIONAL SERVICES, which is attached hereto and incorporated by reference as part of this AMENDMENT NO. 1.
- 4.0 All other terms and conditions of the AGREEMENT of, September 13, 2023 as amended, shall remain in full force and effect.

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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 Chairman of the Regional Metropolitan Utility Authority.

(SEAL)
ATTEST:



Andrea C. Bernica
Andrea Bernica, Assistant Secretary

BLACK & VEATCH CORPORATION (ENGINEER)

Derek Cambridge
Derek Cambridge, Vice President

Date 12/04/2024

(SEAL)
APPROVED:

REGIONAL METROPOLITAN UTILITY AUTHORITY

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Regional Metropolitan
Utility Authority

[Signature]
Director of Water and Sewer

RECOMMENDED:

Broken Arrow Municipal Authority, Chairperson

Broken Arrow Municipal Authority, General Manager

ATTEST:

(SEAL) Secretary

Broken Arrow Municipal Authority, Assistant City Attorney

SCOPE OF PROJECT

ATTACHMENT A

A. **SCOPE OF PROJECT.** The Scope of Project should be amended as set forth in this AMENDMENT NO. 1:

A. **SCOPE OF PROJECT.** Delete the following from Attachment A:

2. TM No. 2 – Lift Station Flow Testing: Includes site visit and coordination as required to observe existing pump operation, document flow rates for all pumps and pump combinations. Work will also include a detailed hydraulic analysis of existing facilities in comparison to Hydraulic Institute Standards, and a desktop transient analysis of the system. This TM will establish the actual firm and peak lift station capacity to be used in alternative development. TM No. 2 will also document known operations and maintenance (O&M) issues and make recommendations; however, no HEC-RAS or FEMA CLOMR/LOMR support is included in the current project scope to address known site flood access issues.

Add the following alternative to Attachment A:

4.e. Upstream FEB Alternative

- New upstream FEB on the 54-inch interceptor
 - Existing site alternative
 - New site alternative

SCOPE OF SERVICES

ATTACHMENT B

B. SCOPE OF SERVICES. The Scope of Services should be amended as set forth in this AMENDMENT NO. 1:

B.0. Project Management and Administration. Extend the duration of tasks B.0, B.0.1 and B.0.2 to include four additional months of active project management.

B.1.3.2. TM No. 2 – Lift Station Flow Testing. Delete all tasks under B.1.3.2. Apply remaining 19,841.00 in TM No. 2 fee as a credit to offset the added scope of this amendment.

After B.1.3.4, add the following new task, B.1.3.5:

B.1.3.5 New Upstream Flow Equalization Basin (FEB) alternative

B.1.3.5.1 Review available properties upstream of the Haikey Creek Lift Station for possible construction of an FEB. List advantages and disadvantages of each and discuss with AUTHORITY in a monthly meeting to reduce list to up to three possible sites. Document sites selected in the monthly meeting minutes. Prepare conceptual cost estimates for utility conveyance costs for each site to the same level of detail provided previously for other site assessments. Present estimates and conduct a non-monetary analysis of each site during a monthly progress meeting. Select one FEB site (document in meeting minutes) to carry forward for additional evaluations that follow.

B.1.3.5.2 Receive the combined hydrograph for the area from Others (not included in this contract). Utilize the hydrograph to identify up to four combinations of pumped versus FEB capacity to meet the required Haikey Creek Lift Station firm pumping capacity.

B.1.3.5.3 Utilize the previously developed lift station and above ground FEB cost curves (Northslope Master Plan and CIP Development, Appendix A, prepared by TetraTech) to comparatively optimize between the four combinations identified in B.1.3.5.2; new comparative cost tools are not included in this scope. Present the comparative cost estimates for each lift station/FEB combination and conduct a non-monetary analysis of each alternative in a monthly progress meeting. Outcomes will be documented in the meeting minutes.

B.1.3.5.4 Develop a Class 4 Opinion of Probable Construction Cost (per AACE) for the one selected FEB alternative. This cost opinion will be of the similar level of detail as previously provided alternative costs.

B.1.3.5.5 Summarize Upstream FEB results and update TM-3 with this information.

B.1.3.5.6 Participate in up to four additional presentations to AUTHORITY representatives, as requested. It is assumed the presentation material to each audience will be generally similar.

Revise B.4.1.4 as follows:

B.4.1.4 Business Case Evaluation (BCE). Add up to two additional Business Case Evaluation forms (BCEs) to document any revisions to the Phase 4 and 5 Haikey Creek Lift Station implementation plan that occur as a result of the new upstream FEB analysis.

SCHEDULE. ENGINEER agrees to complete all work described above within the timeframes outlined in this AMENDMENT NO. 1. (See EXHIBIT 2, PROJECT SCHEDULE.)

**EXHIBIT 2
PROJECT SCHEDULE**

Task	Milestone
Amendment No. 1 NTP	
Complete FEB analysis	60 days after NTP
AUTHORITY comments on FEB analysis	15 days after submittal of analysis
Submit draft TM-3	30 days after receipt of comments
AUTHORITY comments on draft TM-3	15 days after receipt of draft
Final TM-3	15 days after receipt of comments
Update presentation to AUTHORITY representatives	30 days after receipt of comments on TM-3 draft
Draft Conceptual Study Report and BCE(s)	30 days after update presentations complete
AUTHORITY comments on draft Conceptual Study Report	15 days after receipt of draft
Final Conceptual Study Report and BCE(s)	15 days after receipt of comments.

COMPENSATION FOR ADDITIONAL SERVICES

ATTACHMENT D

D. **COMPENSATION.**

ENGINEER shall be paid as compensation for the professional services set forth in this AMENDMENT NO. 1 and itemized in (see EXHIBIT 3, FEE SCHEDULE), an amount not to exceed Twenty-eight thousand Two Hundred Seventeen and 00/100 Dollars (\$28,217.00).

The ENGINEER acknowledges the following summary of modifications to the Fee Schedule as stated in the original Contract and modified by AMENDMENT NO. 1:

D.4. Travel and Subsistence Reimbursement. Travel and subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA Rates. Local travel will not be reimbursed.

D.7 Special Services Allowance. At the sole discretion of AUTHORITY, a Special Services Allowance for geotechnical, potholing, abstract (real estate) research, and/or permit/review fees may be provided by AUTHORITY. Any such allowance will be for the direct cost of the Special Services, not to exceed Zero Dollars and Zero Cents (\$0.00) and will not include payment of any markup, profit or overhead to ENGINEER. Use of the Special Services Allowance must be authorized, in writing, by the AUTHORITY.

Original Contract Amount	\$268,813.00
AMENDMENT NO. 1	<u>\$28,217.00</u>
Total Amended Contract Amount	<u>\$297,030.00</u>

EXHIBIT 3
FEE SCHEDULE

Task	Hours	Labor	Travel Expenses	Field/Misc Expenses	Project Total
CONTRACT TOTALS IN USD \$:					
	186	-27217	0.00	1,000	28,217
Task 1					
Upstream FEB Addition					
1/01	8	1451.53	0.00	0.00	1451.53
1/02	9	2094.05	0.00	0.00	2094.05
1/03	42	8169.15	0.00	0.00	8169.15
1/04	26	3883.59	0.00	0.00	3883.59
1/05	16	2923.26	0.00	0.00	2923.26
1/06	29	4215.78	0.00	0.00	4215.78
1/07	35	5408.64	0.00	0.00	5408.64
1/08	31	1654.91	0.00	0.00	1654.91
1/09	31	7371.58	0.00	1000.00	8371.58
1/10	53	8975.07	0.00	0.00	8975.07
	259	47057.67	0.00	1000.00	48057.67
Task 2					
Task 2 Name					
2/01	-73	-19840.74	0.00	0.00	-19840.74
	-73	-19840.74	0.00	0.00	-19840.74
Task 2 Subtotals					
	-73	-19840.74	0.00	0.00	-19840.74