

**AMENDMENT NO. 1
TO
PROFESSIONAL CONSULTANT AGREEMENT
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HDR ENGINEERING, INC.
FOR
VERDIGRIS RIVER WTP COPPER SULFATE STORAGE AND FEED FACILITIES
PROJECT NO. 175437**

THIS **AMENDMENT NO. 1** made and entered into this ____ day of _____, 2017, 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 15, 2017, for design, bidding, and construction 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 a letter-format engineering report to facilitate ODEQ construction permitting; 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 175437; and

WHEREAS, CONSULTANT is prepared to provide said additional services identified in this Amendment No. 1.

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 related to this Amendment No. 1 is amended to add the Letter Report to the documents listed in the original Agreement.

3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

OWNER's responsibilities related to this Amendment No. 1 are the same as defined in the original Agreement. No 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	\$ 19,000
Amendment No. 1	\$ 5,000
Revised Total Contract Amount	\$ 24,000

5. PROJECT SCHEDULE.

The project schedule related to this Amendment No. 1 is amended to include 15 calendar days from Notice to Proceed to complete the letter report.

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 Lesli Myers
Assistant City Attorney

By [Signature]
Ramon F. Miguez, Vice President

By _____
Kenny D. Schwab, PE, CFM
Assistant City Manager

(CORPORATE SEAL) if applicable

Date _____

Attest: [Signature]
Secretary

Attest:

Secretary

Date 8/8/17

VERIFICATIONS (If not a corporation)

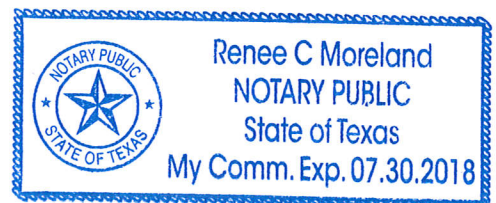
State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 8 day of August, 2017,
personally appeared Ramon 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:

07.30.2018

[Signature]
Notary Public



**ATTACHMENT A-1
TO AMENDMENT NO. 1
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PROJECT NO. 175437**

SCOPE OF SERVICES

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

1. PROJECT UNDERSTANDING

OWNER and CONSULTANT executed an agreement for design, bidding and construction services for a copper sulfate feed system and improvements to the permanganate feed system at the Verdigris River Water Treatment Plant. The design work has been completed; however, ODEQ indicated that some type of engineering report is needed for them to issue a construction permit. The purpose of this Amendment No. 1 is to prepare a letter report for submittal to ODEQ.

2. AMENDMENT SCOPE OF SERVICES

2.1.6 LETTER REPORT

- 2.1.6.1 Prepare a Letter Report to serve as the abbreviated engineering report for the project. The report will include the following: 1) Description of existing facilities, 2) Need for the project, 3) Proposed improvements, 4) Basic calculations for copper sulfate dosages, feed rates, and storage.
- 2.1.6.2 Submit the draft Letter Report to BAMA for review.
- 2.1.6.3 Modify the Letter Report to address BAMA comments and submit the final Letter Report to BAMA. BAMA will then submit the letter to ODEQ.
- 2.1.6.4 Respond to ODEQ questions or comments on the final Letter Report to facilitate ODEQ review.
- 2.1.6.5 Modify the Letter Report and submit a final version to BAMA to respond to ODEQ review comments.
- 2.1.6.6 Make minor modifications to the plans and specifications per ODEQ comments, if necessary.

**ATTACHMENT D-1
TO AMENDMENT NO. 1
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PROJECT NO. 175437
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. Letter Report Payment: OWNER shall pay the CONSULTANT a Lump Sum amount of \$5,000 for the completion of the Letter Report task. This amount includes all labor, material, overhead and profit associated with the Scope of Services.