

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
HOLLOWAY, UPDIKE & BELLEN, INC.  
  
ON-CALL ENGINEERING SERVICES  
PROJECT NO. N/A**

THIS **AMENDMENT NO. 1**, made and entered into this 7 day of October 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 February 25, 2025, "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to provide hourly, on-call professional services to assist with professional engineering and surveying services on as needed basis; and

**WHEREAS**, BAMA and ENGINEER propose to amend said ORIGINAL AGREEMENT to include additional hourly, on-call services to provide assistance as needed at various locations within the City of Broken Arrow, OK., (for which, OWNER has requested that CONSULTANT provide certain professional services as required; and

**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.**

Project includes hourly, on-call professional services to assist with professional engineering and surveying services. Services will be provided on an as needed basis for a period of 365 days from notice to proceed, or until the Not to Exceed (NTE) fee has been reached.

**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 February 25, 2025:	\$ 15,000.00
Amendment No. 1	<u>\$ 15,000.00</u>

Revised Total Contract Amount	\$ 30,000.00
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**3. AMENDED PROJECT SCHEDULE**

The revised schedule for Amendment No. 1 extends the schedule to 365 days from the Notice to Proceed date for Amendment No. 1.

**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 L. Spurgeon, General Manager

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

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

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

**CONSULTANT:**

Holloway, Updike & Bellen, Inc.

By: ST  
Stephen Tolar, P.E., S.E., President

Date: 9/22/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: Tiffany Hilton  
Tiffany Hilton, Asst. Corp. Secretary

Date: 9/22/25

Approved as to form:

D. Graham Parker

Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
County of Adair ) §

Before me, a Notary Public, on this 22nd day of September, 2025, personally appeared Stephen Tolar, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) 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

