

**AMENDMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HDR ENGINEERING, INC.
FOR REHABILITATION OF THE HEADWORKS
AT LYNN LANE WASTEWATER TREATMENT PLANT
SCREENING IMPROVEMENTS 165420
GRIT REMOVAL IMPROVEMENTS 165423**

THIS **AMENDMENT NO. 4** made and entered into this 16th day of October, 2018, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, a municipal corporation of the State of Oklahoma, hereinafter referred to as “BAMA”, and HDR Engineering, Inc., hereinafter referred to as “ENGINEER”;

WITNESSETH:

WHEREAS, BAMA and ENGINEER entered into an Agreement dated October 6, 2015, for conceptual design services as set forth in said Agreement; and

WHEREAS, BAMA and ENGINEER entered into Amendment No. 1 dated May 3, 2016, for preliminary design, final design, and bidding services as set forth in said Agreement; and

WHEREAS, BAMA and ENGINEER entered into Amendment No. 2 dated August 16, 2016, for final design of odor control facilities; and

WHEREAS, BAMA and ENGINEER entered into Amendment No. 3 dated December 5, 2017, for services during construction; and

WHEREAS, BAMA and ENGINEER propose to amend said Agreement to expand the project scope and compensation to include design of aeration basin baffle walls; and

WHEREAS, the 2015 Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall hereinafter collectively be referred to as the “Agreement”; and

WHEREAS, funding is now available for said additional services in Account Numbers 165420 and 165423; 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. **SCOPE OF SERVICES.**
An amended Scope of Services as specified in Attachment A-4 is hereby incorporated by reference as part of this agreement.
2. **ORGANIZATION OF SUBMITTAL DOCUMENTS.**
The Organization of Submittal Documents as specified in Attachment B-4 is hereby incorporated by reference as part of this agreement.
3. **BAMA’S RESPONSIBILITIES AND SPECIAL CONDITIONS.**
BAMA’s responsibilities related to this Amendment No. 4 are the same as defined in the agreement. No additional special conditions exist to this Amendment No. 4.
4. **CHANGE IN CONTRACT AMOUNT.**
As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms specified in Attachment D-4, Amended Compensation and Additional Services, as a change in the contract amount as follows:

	Screening Improvements (165420)	Grit Removal Improvements (165423)	Total
Original Agreement Amount	\$ 44,113	\$ 54,661	\$ 98,774
Amendment No. 1	\$364,401	\$364,401	\$ 728,802
Amendment No. 2	\$ 35,688	\$ 35,688	\$ 71,376
Amendment No. 3	\$185,464	\$185,464	\$ 370,928
Amendment No. 4	<u>\$ 2,500</u>	<u>\$ 2,500</u>	<u>\$ 5,000</u>
Revised Total Contract Amount	\$632,166	\$642,714	\$1,274,880

5. **PROJECT SCHEDULE.**
The project schedule related to this Amendment No. 4 is as follows: design documents for the aeration baffle walls shall be finalized within 28 days of Notice to Proceed.
6. **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**
This Amendment No. 4 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2015 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.

BAMA:
Broken Arrow Municipal Authority

ENGINEER:
HDR Engineering, Inc.

Approved as to form:

By *Leeli Myers*
Assistant City Attorney

By *[Signature]*
Ramon F. Miguez, Vice President

By _____
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) if applicable

Date _____

Attest: *[Signature]*
Secretary

Attest:

Secretary

Date October 4, 2018

VERIFICATIONS (If not a corporation)

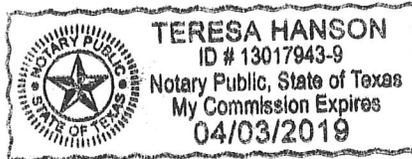
State of Texas)
~~Oklahoma~~)
County of DALLAS) §
~~Tulsa~~)

Before me, a Notary Public, on this 4th day of October, 2018,
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:

4-3-19

Teresa Hanson
Notary Public



**ATTACHMENT A-4
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SCOPE OF SERVICES

The following scope of services for Amendment No. 4 shall be made a part of the AGREEMENT:

1. PROJECT UNDERSTANDING

The Lynn Lane Wastewater Treatment Plant Headworks project is currently under construction. BAMA has identified a need to construct new baffle walls for the aerators in the existing aeration basins to improve performance. The purpose of this Amendment No. 4 is to add engineering services to produce design documents to submit to the Contractor for construction of the baffle walls.

2. AMENDMENT SCOPE OF SERVICES

The below paragraphs describe the additional work that will be provided by the ENGINEER.

2.8 AERATION BASIN BAFFLE WALL DESIGN: Upon written authorization from BAMA to proceed, the ENGINEER shall perform the following tasks:

2.8.1 Prepare structural design documents for the aeration basin baffle walls for the two existing aeration basins. The design shall be submitted in the form of a Change Proposal Request. The package shall include: the Change Proposal Request standard form, a narrative of the work, and attached design drawings. A draft package shall be submitted to BAMA for review. After incorporating BAMA comments, the final package shall be submitted to BAMA.

2.8.2 Assist BAMA in reviewing the Contractor's cost proposal to construct the aeration basin baffle walls.

2.8.3 Assist BAMA in reviewing the Contractor's shop drawings for construction of the aeration basin baffle walls.

**ATTACHMENT B-4
TO
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ORGANIZATION OF SUBMITTAL DOCUMENTS

The following list of submittal documents for Amendment No. 4 shall be made a part of the AGREEMENT:

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

- Change Proposal Request for construction of the aeration basin baffle walls

**ATTACHMENT D-4
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COMPENSATION AND ADDITIONAL SERVICES

The following compensation for Amendment No. 4 shall be made a part of the AGREEMENT.

1. BASIC COMPENSATION

BAMA shall pay the ENGINEER a Lump Sum amount of \$5,000 for the design of the Aeration Basin Baffle Walls. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2. ADDITIONAL SERVICES BASED ON TIME

Any 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. ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.