

**AMENDMENT NO. 2
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 AND GRIT REMOVAL
IMPROVEMENTS 165423**

THIS **AMENDMENT NO. 2** made and entered into this ____ day of _____, 2016, 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 propose to amend said Agreement to expand the project scope and compensation to include odor control design; and

WHEREAS, the 2015 Agreement and First Amendment and Second 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-2 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. 2 are the same as defined in Amendment No. 1.

3. BAMA'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

BAMA's responsibilities related to this Amendment No. 2 are the same as defined in Amendment No. 1. No Special conditions exist to this Amendment No. 2.

4. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, BAMA shall pay ENGINEER in accordance with the terms specified in Attachment D-2, 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
Revised Total Contract Amount	\$ 444,202	\$ 454,750	\$ 898,952

5. PROJECT SCHEDULE.

The project schedule related to this Amendment No. 2 is the same as defined in Amendment No. 1.

6. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 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

Approved as to form:

By [Signature]
Assistant City AttorneyBy _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

Secretary**ENGINEER:**

HDR Engineering, Inc.

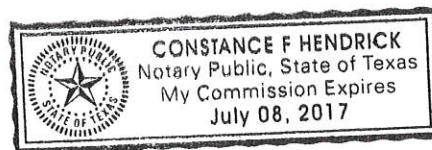
By [Signature]
Ramon F. Miguez, Vice President

(CORPORATE SEAL) if applicable

Attest: Constance F Hendrick
Secretary Project CoordinatorDate 7/25/16**VERIFICATIONS** (If not a corporation)State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 25th day of July, 2016, 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:

July 08, 2017
Constance F Hendrick
Notary Public ID # 129482344

**ATTACHMENT A-2
TO
AMENDMENT NO. 2
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**

SCOPE OF SERVICES

The following scope of services for Amendment No. 2 shall be made a part of the AGREEMENT:

1. PROJECT UNDERSTANDING

ENGINEER has completed the Conceptual Design Memorandum that recommended BAMA construct a new combined headworks facility to replace the existing influent pumping, screening, and grit removal facilities. BAMA has approved Amendment No. 1 for the ENGINEER to develop bid documents for the selected alternative and to assist BAMA in soliciting construction bids. The purpose of this Amendment No. 2 is to add the design of a new odor control system for the headworks, which will be constructed under the same contract as the headworks.

2. AMENDMENT SCOPE OF SERVICES

The following task numbers coincide with task numbers in Amendment No. 1. The work under this Amendment No. 2 will be integrated into the deliverables and review meetings that are conducted under Amendment No. 1. The below paragraphs describe the additional work that will be completed under each task to integrate the odor control design into the Project.

2.3. PRELIMINARY DESIGN PHASE: Upon receiving written authorization to proceed from BAMA, the ENGINEER shall perform the following tasks in accordance with the schedule provided in Amendment No. 1:

2.3.1. For the Preliminary Design Memorandum, provide an evaluation of alternative odor control technologies, a recommended approach, final design criteria, preliminary drawings (approximate 30% design level), and written descriptions of the proposed odor control facilities.

2.3.2. As an extension of the Preliminary Design Kickoff Workshop, conduct a telephone conference with BAMA staff and

ENGINEER's odor control design team to discuss the desired goals, philosophy, and potential technologies for odor control for the Project.

- 2.3.5. Based on the information contained in the Preliminary Design Phase documents for the proposed odor control facilities, prepare a revised opinion of probable Construction Cost for the Project to include odor control facilities.
- 2.3.7. Integrate odor control information into the Preliminary Design Memorandum and review with BAMA per Amendment No. 1.
- 2.3.8. Revise the odor control information included in the Preliminary Design Memorandum in response to BAMA's comments, as appropriate, and integrate into the final Preliminary Design Memorandum.
- 2.4. FINAL DESIGN PHASE: After acceptance by BAMA of the Preliminary Design Report, and upon written authorization from BAMA to proceed, the ENGINEER shall perform the following tasks in accordance with the schedule provided in Amendment No. 1:
 - 2.4.1. Prepare final Drawings and Specifications for the odor control facilities indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. These documents will be integrated with the other documents prepared for the Project.
 - 2.4.5. Advise BAMA of any recommended adjustments to the opinion of probable Construction Cost for the odor control facilities. An updated cost shall be prepared for the 60 percent, 90 percent, and final documents and integrated with the overall Project cost.
 - 2.4.7. Integrate the odor control facilities into the 60 percent and 90 percent submittals for the Project, to be submitted and reviewed with BAMA per Amendment No. 1.
 - 2.4.8. Revise the final Drawings and Specifications for the odor control facilities in accordance with comments and instructions from BAMA, as appropriate, and integrate into the final documents for the Project.
- 2.5. BID ASSISTANCE PHASE: After acceptance by BAMA of the final Drawings and Specifications and the most recent opinion of probable Construction Cost, and upon written authorization from BAMA to

proceed, the ENGINEER shall perform the following tasks in accordance with the schedule provided in Amendment No. 1:

2.5.3. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents related to the odor control facilities.

2.5.6. If the issued documents require, the ENGINEER shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment for the odor control facilities proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents.

**ATTACHMENT D-2
TO
AMENDMENT NO. 2
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**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation for Amendment No. 2 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-2 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 \$13,020 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 \$53,587 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 \$4,769 for the completion of the Bidding Phase. 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. 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. 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. 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. ADJUSTMENT CLAUSE

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