

**AMENDMENT NO. 2  
TO  
PROFESSIONAL CONSULTANT AGREEMENT  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
HOLLOWAY, UPDIKE, AND BELLEN, INC.  
FOR  
ALBANY STREET IMPROVEMENTS  
PROJECT NO. ST1411**

THIS **AMENDMENT NO. 2** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF BROKEN ARROW, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Holloway, Updike, and Bellen, Inc., hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, OWNER and CONSULTANT entered into an Agreement dated July 2, 2013, for design, bidding, and construction services as set forth in said Agreement; and

**WHEREAS**, CITY and CONSULTANT entered into Amendment No. 1 dated July 1, 2014 for additional design 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 additional surveying services, modifications to the existing design, and integration of proposed storm sewer design changes; and

**WHEREAS**, the 2013 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 ST1411; and

**WHEREAS**, CONSULTANT is prepared to provide said additional services identified in this Amendment No. 2.

**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. 2 is the same as the documents listed in the original Agreement.

**3. OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS.**

OWNER's responsibilities related to this Amendment No. 2 are the same as defined in the original Agreement. No Special conditions exist to this Amendment No. 2.

**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	\$ 243,600
Amendment No. 1	\$ 110,000
Amendment No. 2	\$ 8,940
Revised Total Contract Amount	\$ 362,540

**5. PROJECT SCHEDULE.**

The project schedule related to this Amendment No. 2 is amended to include 60 calendar days from Notice to Proceed to complete the tasks described.

**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 2013 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:**  
City of Broken Arrow

**CONSULTANT:**  
Holloway, Updike, and Bellen, Inc.

Approved as to form:

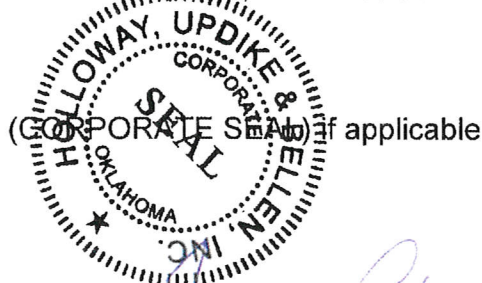
By Lesli Myers  
Lesli Myers, Assistant City Attorney

By [Signature]  
Steve Tolar, P.E., Vice President

By \_\_\_\_\_  
Michael Spurgeon  
City Manager

Date \_\_\_\_\_

Attest:



Attest: [Signature]  
Secretary

\_\_\_\_\_  
Secretary

Date August 29, 2017

**VERIFICATIONS (If not a corporation)**

State of Oklahoma    )  
                                  ) §  
County of Tulsa        )

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, 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:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ATTACHMENT A-1  
TO AMENDMENT NO. 2  
TO PROFESSIONAL CONSULTANT AGREEMENT  
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**SCOPE OF SERVICES**

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

**1. PROJECT UNDERSTANDING**

OWNER and CONSULTANT executed an agreement for design, bidding and construction services for improvements to Albany Street from 9<sup>th</sup> Street to 23<sup>rd</sup> Street. The design work has been completed for some time; however, updates to the plans are necessary and the City desires to make modifications to the storm sewer design to reduce construction costs. The purpose of this Amendment No. 2 is to survey the location of new drives along the roadway, update the plans with these and other changes for bidding, and integrate storm sewer conceptual design changes proposed by the City.

**2. AMENDMENT SCOPE OF SERVICES**

The CONSULTANT will perform the following additional services:

- a. Survey additional drives and facilities in the right-of-way.
- b. Adjust the roadway design to compensate for additional drives and facilities.
- c. Review and integrate City of Broken Arrow proposed storm sewer changes.
- d. Compose a variance request per City of Broken Arrow requirements to use HP Storm Pipe.
- e. Provide structural design of City of Broken Arrow proposed storm sewer facilities.

**ATTACHMENT D-1  
TO AMENDMENT NO. 2  
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**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-1 shall be in accordance with the following payment breakdown:

- 1.1. OWNER shall pay the CONSULTANT a Lump Sum amount of \$8,940 for the completion of the described work. This amount includes all labor, material, overhead and profit associated with the Scope of Services.