

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HDR ENGINEERING, INC.**

**PROJECT NAME: TASTE AND ODOR MITIGATION STUDY AT
THE VERDIGRIS RIVER WATER TREATMENT PLANT**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2020, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, 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 7, 2019 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to conduct a Taste and Odor Mitigation Study for the Verdigris River Water Treatment Plant (Project).

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional chemical purchases and laboratory analyses for the pilot-scale study.

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, CONSULTANT 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.

This Amendment includes reimbursement for purchase of chemicals to support the piloting efforts that were not included in CONSULTANT’s original scope of services and additional laboratory analyses for testing levels of PPCPs (pharmaceuticals and personal care products). The costs are summarized in the following table:

ITEM	DATE	COST
Chemical Purchases		
Single pack of MIB/Geosmin	9/25/2019	\$376
5-pack of MIB	10/24/2019	\$834
5-pack of MIB	11/11/2019	\$817
5-pack of MIB	12/13/2019	\$817
5-pack of MIB	1/21/2020	\$875
5-pack of MIB, single Geosmin, Manganese Chloride	2/21/2020	\$1,195
5-pack of MIB	3/30/2020	\$879
Laboratory Analyses		
PPCP (4 at \$1,295 each)	April/May 2020	\$5,180
TOTAL		\$10,973

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed May 7, 2019	\$333,405.00
Amendment No. 1	\$ 10,973.00
Revised Total Contract Amount	\$344,378.00

3. AMENDED PROJECT SCHEDULE

The schedule remains the same as the original Agreement.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

5. ELECTRONIC SIGNATURES

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

Except as amended hereby, all terms of the 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.

OWNER:

Broken Arrow Municipal Authority

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

HDR Engineering, Inc.

By: _____

Ramon F. Miguez, Vice President

Date: _____

(CORPORATE SEAL, IF APPLICABLE)

Attest

:

City Clerk [Seal]

Date: _____

Attest: _____

Jenifer Rayshell, Eng. Admin.

Date: _____

Approved as to form:

Tenny Ewing

Assistant City Attorney

VERIFICATION

State of Texas)
County of Dallas) §

Before me, a Notary Public, on this 23rd day of April, 2020, personally appeared Ramon F. Miguez, known to be to be the (President, Vice-President, Corporate Officer, Member, 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/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

07/30/2022
[Signature]
Notary Public

