

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
BKL, INC.  
PROJECT NAME: MAINTENANCE FACILITY RENOVATIONS  
PROJECT NO. 2217090**

THIS **AMENDMENT NO. #**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and BKL, INC., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated June 5, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to prepare full architectural, interior design, structural, mechanical, and electrical and plumbing construction documents for bidding purposes for the Maintenance Facility Renovations to renovate the 7,000 SF office portion of the building formerly owned by Windstream.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include Utilities Laboratory ('Lab') upgrades.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through 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.**

This Amendment requires CONSULTANT to provide electrical, HVAC and plumbing design for the lab area; provide plumbing connections and electrical circuitry for OWNER provided lab equipment; provide acid waste system for the lab; provide adequate exhaust as required for chemical storage; provide venthood/fumehood design; coordinate equipment and venthood requirements with OWNER; and

prepare drawings to indicate venthood location and infrastructure with direction for venthood to be installed in the future.

**2. CHANGE IN CONTRACT AMOUNT.**

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

Original Contract Amount executed June 5, 2023	\$ 330,775.00
<u>Amendment No. 1</u>	<u>\$ 5,500.00</u>

Revised Total Contract Amount	\$ 336,275.00
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**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is to extend the original contract schedule by 7 days from Notice to Proceed.

**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.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

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

**CONSULTANT:**

BKL, INC.

By: Stacy Loeffler  
Stacy Loeffler, President

Date: 4/25/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest:

\_\_\_\_\_  
City Clerk [Seal]

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

Attest:

Jenni Hammock  
Jenni Hammock, Vice-President

Date: 4/25/2024

Approved as to form:

D. Graham Parker 4/25/2024  
Assistant City Attorney

**VERIFICATION**

State of oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 25th day of April, 2024, personally appeared Stacy Loeffler, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: President) of BKL, 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:

6/19/2027

Tina Murtha  
Notary Public



