

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CHASE FETTERS HEWITT - ARCHITECTS
FOR
SENIOR CITIZEN'S ACTIVITY CENTER
PROJECT NO. 191719**

THIS **AMENDMENT NO. 1**, made and entered into this 19th day of January 2021, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Chase Feters Hewitt - Architects, hereinafter referred to as "ARCHITECT";

WITNESSETH:

WHEREAS, OWNER and ARCHITECT entered into an Agreement dated February 19, 2019 for services as set forth in said Agreement; and

WHEREAS, said Agreement requires ARCHITECT to prepare construction documents for bidding purposes for the construction of Senior Citizen's Activity Center and

WHEREAS, OWNER and ARCHITECT propose to amend said Agreement to expand the project scope and compensation; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ARCHITECT 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 ARCHITECT will work with The City of Broken Arrow to provide a fire hydrant flow test and preliminary design services for the audio/video rough-in requirements needed to be located Senior Citizen's Activity Center.

2. SCOPE OF ARCHITECT SERVICES

- a. The ARCHITECT will order a fire hydrant flow test to be preformed and submit the results to the Broken Arrow fire marshal. The cost shall be a fixed fee of \$200.

- b. The ARCHITECT will add the additional information to the plans and specifications to prepare the Senior Citizen's Activity Center to accept the audio/video equipment that is anticipated in a facility of the type. The cost shall be a fixed fee of \$5,600.00.

3. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay ARCHITECT in accordance with the change in the contract amount;

Original Contract Amount executed March 15, 2016	\$280,000.00
Amendment No. 1	\$ 5,800.00
Revised Total Contract Amount	\$285,800.00

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

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

Except as amended hereby, all terms of the 2019 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

Approved as to form:

By Tammy Ewing 12/23/2020

Assistant City Attorney

By _____

Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

CONSULTANT:

Chase Feters Hewitt - Architects

By MR Chase

Michael Chase, AIA
Partner

Date 12/17/2020



VERIFICATIONS (If not a corporation)

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 17TH day of DECEMBER, 2020, personally appeared Michael R Chase, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other:) Partner of Chase Feters Hewitt – Architects 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:



Nancy E. Dale