

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
CHASE FETTERS HEWITT - ARCHITECTS  
FOR  
ARMED FORCES MEETING HALL  
PROJECT NO. 191718**

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 5, 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 Armed Forces Meeting Hall 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 design services and contractor coordination services for the design an additional storage building on the Armed Forces Meeting Hall site. The additional storage building will be used to store the flag that are used at Veterans Park.

**2. SCOPE OF ARCHITECT SERVICES**

- a. The ARCHITECT will order a fire hydrant flow test to be preformed and summit the results to the Broken Arrow fire marshal. The cost shall be a

fixed fee of \$450.

- b. The ARCHITECT will submit a design for a small storage building to be located on Armed Forces Meeting Hall site. The ARCHITECT will interface with the contractor to coordinate the construction. The cost shall be a fixed fee of \$625.

**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	\$145,230.00
Amendment No. 1	\$ 1,075.00
Revised Total Contract Amount	\$146,305.00

**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

Attest: \_\_\_\_\_

City Clerk

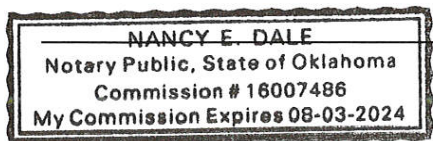
City Clerk

**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:



**CONSULTANT:**

Chase Feters Hewitt - Architects

By MR Chase

Michael Chase, AIA  
Partner

Date 12/17/2020

