

**AMENDMENT NO. 3  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
PROJECT NAME: MUNICIPAL SERVICES ADMINISTRATION BUILDING  
PROJECT NO. 2417170**

THIS **AMENDMENT NO. 3**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “CITY”, and SELSER SCHAEFER ARCHITECTS, hereinafter referred to as “ENGINEER”;

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated January 2, 2024 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to develop programming, investigation, Conceptual Design and Site Selection for a new Broken Arrow City Hall.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to revise conceptual survey to Topographic/ALTA survey with additional services.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 3 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 CONTRACTOR to provide Geotechnical Investigation Report.

**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 January 2, 2024	\$ 174,500.00
Amendment No. 1 executed September 5, 2025	\$ 1,359,574.00
Amendment No. 2, remove survey fee	\$ (19,500.00)
Amendment No. 2, lump sum	\$ 17,500.00
Amendment No. 2, lump sum	\$ 5,700.00
Amendment No. 2, not to exceed	\$ 1,750.00
Amendment No. 3, not to exceed	\$ 11,500.00
Revised Total Contract Amount	\$ 1,570,524.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 3 is 30 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 3 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.



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
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**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

- 1.1 Providing Professional Geotechnical Surveying and Related Support Services associated with Broken Arrow Municipal Services Administration Building, located on the Northeast corner of Main and Washington. Services performed to include 12 bores, lab testing, and a full Geotechnical Analysis and Report. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**2.0 SCOPE OF SERVICES**

- 2.1 The scope of services for geotechnical engineering will consist of field exploration, laboratory testing and engineering/project delivery. These services are described in the following sections.
- 2.2 Field Exploration:
- 2.2.1 Field exploration will consist of (5) five boring locations of a planned boring depth of 20 feet within proposed building area and (7) seven boring locations of a planned boring depth of 10 feet within proposed pavement areas.
- 2.2.2 Exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samplings. In addition, groundwater levels within boreholes will be observed and recorded.
- 2.2.3 Reasonable efforts will be made to reduce damage to the property as a result of the exploration activities. However, in the normal course of services, some disturbance (such as rutting of the ground surface and damage to pavements, or landscaping) could occur.
- 2.2.4 All boring locations will be backfilled with auger cuttings and/or bentonite pellet borings in accordance with Oklahoma Water Resources Board requirements upon completion. Services do not include repair of the site beyond backfilling boreholes. Excess auger

cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, it is recommended that boreholes be periodically checked and backfilled by the property owner, if necessary.

## 2.3 Laboratory Testing:

2.3.1 A project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but the following laboratory testing is anticipated to be performed:

2.3.1.1 Moisture content

2.3.1.2 Atterberg limits

2.3.1.3 Grain size analysis

2.3.2 The laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of the field and laboratory programs, description and classification of soil samples in general accordance with the Unified Soil Classification System (USCS) will be provided.

## 2.4 Engineering and Project Delivery:

2.4.1 The results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

2.4.1.1 Boring logs with field and laboratory data

2.4.1.2 Stratification based on visual soil and rock classification

2.4.1.3 Groundwater levels observed during and after the completion of drilling

2.4.1.4 Site Location Plan and Exploration Plan

2.4.1.5 Subsurface exploration procedures

2.4.1.6 Description of subsurface conditions

2.4.1.7 Earthwork considerations including site preparation, fill materials, and compaction requirements

2.4.1.8 Design and construction considerations for foundations, including allowable bearing pressure and estimated settlement and other design parameters

2.4.1.9 Seismic site class according to the International Building Code (IBC)

2.4.1.10 Opinions of minimum pavement section thicknesses

**ATTACHMENT B  
TO  
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**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0** GEOTECHNICAL SURVEY: The CONSULTANT shall submit in-full geotechnical report and analysis in a pdf format via email, data download, or memory stick.

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**COMPENSATION AND ADDITIONAL SERVICES**

**1.0 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 shall be in accordance with the following payment breakdown:

- 1.1 Geotechnical Investigation Report: The OWNER shall pay the CONSULTANT a lump sum amount of \$11,500 for the completion of the Geotechnical Investigation. This amount includes all labor, material, overhead and profit associated with the Scope of Services

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**PROJECT SCHEDULE**

The projected schedule for completion of our construction documents, excluding additional services, is approximately 6 weeks after notice to proceed, which makes reasonable allowances for timely reviews, coordination and approvals by Owner and Consultant, which may extend the scheduled completion date.

Project Planning	1 Week (after notice to proceed)
Field Work	3 Weeks (after notice to proceed)
Engineering Report Field Work)	2 Weeks (after completion of

APPENDIX 1  
TO  
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Subject Study Area

