

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
SELSE SCHAEFER ARCHITECTS  
JAIL EXPANSION - RENOVATION  
PROJECT NO. 203019**

THIS **AMENDMENT NO. 2**, made and entered into this 12TH day of AUGUST 2025, 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 "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated November 2, 2021 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to prepare schematic design documents for the expansion and renovation of the existing city jail.

**WHEREAS**, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation of construction documents for public bidding purposes. As well as provide construction administration throughout duration of construction.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 2 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 requires CONSUTLANT to provide design work, construction documents, assist in bidding services, and construction administration.

**2. CHANGE IN CONTRACT AMOUNT.**

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

Original Contract Amount executed November 2, 2021	\$	60,000.00
Amendment No. 1	\$	359,250.00
Amendment No. 2	\$	9,000.00

Revised Total Contract Amount	\$	428,250.00
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**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 2 unchanged.

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

This Amendment No. 2 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:**

Selser Schaefer Architects

By:

*Hank Spieker*

Hank Spieker  
Partner

Date:

12 August 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

City Clerk [Seal]

Attest:

*Shane D. Aaron*

Shane D. Aaron, AIA  
President

Date:

Date:

12 AUGUST 2025

Approved as to form:

*D. Graham Parker*

Assistant City Attorney

VERIFICATION

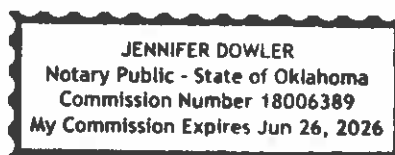
State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 12 day of August, 2025,  
personally appeared Henny Spicker, known to be to be the (President,  
Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Selser  
Schaefer Architects, 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:

June 26, 2026

J Dowler  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

**1.1 CONSTRUCTION DOCUMENTS:**

- 1.1.1 Design and document replacement for existing VAV RTU-2 serving court areas of the building along with its associated existing VAV boxes
  - 1.1.1.1 Specify replacement rooftop unit
  - 1.1.1.2 Specify replacement VAV boxes with electric reheat. Approximate quantity of 14.
  - 1.1.1.3 Specify updated DDC control system for RTU-2 and associated VAV boxes.
  - 1.1.1.4 Provide required mechanical and electrical plans and schedules for equipment replacement.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
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**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 FINAL DOCUMENTS
  - 1.1 Submit 95% Construction Documents.
  - 1.2 Signed and sealed Construction Documents for bidding and permitting.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
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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 Supplemental Service – Court HVAC: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 9,000.00 for the completion of the Supplemental Service phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

**ATTACHMENT D  
TO  
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PROJECT SCHEDULE**

The project schedule is not changed.