

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS**

**PROJECT NAME: JAIL EXPANSION - RENOVATION
PROJECT NO. 203019**

THIS **AMENDMENT NO. 1**, made and entered into this 8TH day of JULY 2024, 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. 1 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
Amendment No. 1 \$ 359,250

Revised Total Contract Amount \$ 419,250

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 365 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: _____

Attest:

City Clerk [Seal]

Date: _____

Approved as to form:

Assistant City Attorney

CONSULTANT:

Selser Schaefer Architects

By: H. L. Spier

Name: HANK SPIEKER
Office: PARTNER

Date: 08 JULY 2024

(CORPORATE SEAL, IF APPLICABLE)

Attest:

Name:

Office:

Date: _____

VERIFICATION

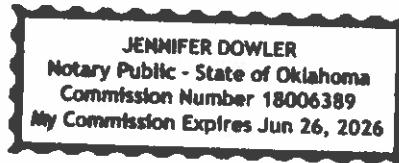
State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 8th day of July, 2024, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Partner) 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
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SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 DESIGN DEVELOPMENT:

- 1.1.1 Upon validation of Schematic Design Value Engineering Documents, project budget, and project schedule, the CONSULTANT will prepare Design Development Documents for the Owner's review and approval. The Design Development Documents will illustrate and describe the approved Schematic Design Value Engineering Documents and will provide the transition between the Schematic Design Value Engineering Documents and Construction Documents. The Design Development Documents will include the following drawings and documents:
 - 1.1.2 Floor plan, reflected ceiling plan, interior and exterior elevations, typical construction details and diagrammatic layouts of site and building systems including mechanical, electrical, plumbing and electronic security.
 - 1.1.3 Quality Profile Narrative that identifies major materials and systems and establish in general their quality levels.
 - 1.1.4 The CONSULTANT will submit and review progress drawings and documents with the Owner at the following milestones:
 - 1.1.4.1 50% Design Development Documents
 - 1.1.4.2 100% Design Development Documents
 - 1.1.4.2.1 A Cost Opinion will be submitted at the 100% Design Development deliverable if the service is included.

1.2 CONSTRUCTION DOCUMENTS:

- 1.2.1 Upon Owner approval of the Design Development Documents, the Architect and Architect's Consultants will prepare Construction Documents for the Owner's review and approval. The Construction Documents will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.
- 1.2.2 The CONSULTANT will submit and review progress drawings and specifications with the Owner at the following milestones:
 - 1.2.2.1 50% Construction Documents
 - 1.2.2.1.1 A Cost Opinion will be submitted at the 50% Construction Document deliverable if the service is included.
- 1.2.3 The Architect will incorporate the Owner's review comments into final construction documents and provide signed and sealed final documents for bidding and permitting.

- 1.3 BIDDING AND PERMITTING:
 - 1.3.1 The CONSULTANT will assist the Owner in competitive bidding of the Project by:
 - 1.3.1.1 Attendance at the Pre-bid Meeting
 - 1.3.1.2 Answering Requests for Interpretation from Bidders
 - 1.3.1.3 Reviewing Substitution Requests
 - 1.3.1.4 Issuing Addenda
 - 1.3.2 The CONSULTANT will submit the Construction Documents to the City of Broken Arrow Permit Center and respond to any Letters of Deficiency (LOD).

- 1.4 CONSTRUCTION ADMINISTRATION:
 - 1.4.1 The CONSULTANT will participate in the Pre-Construction Meeting.
 - 1.4.2 The CONSULTANT will participate in a monthly Owner-Architect-Contractor Meetings.
 - 1.4.3 The CONSULTANT will respond to the Contractor's request for additional information about the Contract Documents.
 - 1.4.4 The CONSULTANT will review the shop drawings and submittals to confirm conformance with the Contract Documents.
 - 1.4.5 The CONSULTANT will review and certify the Contractor's monthly applications for payment.
 - 1.4.6 The CONSULTANT will conduct a final punch of the Work, prepare and issue a final punch list and Certificate of Substantial Completion.

**ATTACHMENT B
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ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 DESIGN DEVELOPMENT
 - 1.1 Submit Design Development Documents in PDF format and up to three (3) copies of 11"x17" half-size plans to the OWNER.
- 2.0 CONSTRUCTION DOCUMENTS:
 - 2.1 The Consultant shall submit in-full, all bid documents in accordance with City Requirements.

**ATTACHMENT C
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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 **DESIGN DEVELOPMENT:** The OWNER shall pay the CONSULTANT a lump sum amount of \$ 100,500.00 for the completion of the Design Development phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 **CONSTRUCTION DOCUMENTS:** The OWNER shall pay the CONSULTANT a lump sum amount of \$150,750.00 for the completion of the Construction Document Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 **BIDDING AND PERMITTING:** The OWNER shall pay the CONSULTANT a lump sum amount of \$16,500.00 for the completion of the Bidding and Permitting Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services. This phase includes submittal of final plans to One-Stop along with application for site plan review.
- 1.4 **CONSTRUCTION ADMINISTRATION:** The OWNER shall pay the CONSULTANT hourly not to exceed, \$72,000 in accordance with rates on Appendix A. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 **COST OPINION:** If this service is accepted by the OWNER provided a Construction Manager At Risk is not awarded, the CONSULTANT will prepare a detailed Cost Opinion at the following deliverables 100% Design Development and 50% Construction Documents. The OWNER shall pay the CONSULTANT a lump sum amount of \$12,000 for the Cost Opinions.
- 1.6 **REIMBURSABLE EXPENSES:** Reimbursable expense incurred by out-of-town consultants traveling to the project for site visits and final punch. The OWNER shall reimburse the CONSULTANT at 1.0 the cost not to exceed \$7,500.

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PROJECT SCHEDULE

The project schedule is TBD and will be updated upon execution of the amendment.

ADDITIONAL SERVICES

If further Additional Services are necessary and the scope of work can be clearly defined, a fixed fee will be submitted for approval. In the event a specific scope of work is undefined, following Owner approval, the work will be billed on an hourly basis. Current hourly rates are listed below.

Narrate Design

Principal Architect	\$220.00	Architect IV / Designer IV	\$155.00
Project Manager	\$195.00	Architect III / Designer III	\$145.00
Project Designer	\$195.00	Architect II / Designer II	\$135.00
Visualization	\$195.00	Architect I / Designer I	\$120.00
Contract Administrator II	\$195.00	Administrative	\$90.00
Contract Administrator I	\$180.00		

PEC

Principal Engineer	\$230.00	Senior Landscape Architect	\$175.00
Senior Project Manager	\$210.00	Landscape Architect	\$125.00
Project Manager	\$190.00	Design Engineer	\$130.00
Senior Engineer	\$185.00	Project Coordinator	\$100.00
Project Engineer	\$160.00	Project Assistant	\$90.00

Phillips + Gomez

Senior Principal Engineer	\$225.00	Engineer/Designer II	\$150.00
Principal Engineer	\$200.00	Engineer/Designer I	\$135.00
Director/Engineer	\$185.00	CADD Technician II	\$110.00
Engineer/Designer IV	\$175.00	CADD Technician I	\$100.00
Engineer/Designer III	\$165.00	Clerical	\$80.00

RS Security

Justice Planner Principal	\$180.00	Drafter	\$105.00
Justice Facility Specialist	\$165.00	Clerical	\$75.00
Security Tech	\$135.00		

HK Electrical Engineers

Principal	\$306.00	Designer	\$197.00
Project Manager	\$280.00	Drafter	\$188.00
Engineer	\$249.00	Word Processor	\$118.00

Hesman Group

Consultant	\$140.00
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Studio 08

Consultant	\$150.00
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