

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSOR SCHAEFER ARCHITECTS
FOR
PROJECT NAME: MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT NO. 2417170**

THIS **AMENDMENT NO. 2**, made and entered into this 19th day of November 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and SELSOR 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. 2 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 ALTA/NSPA with Topographic Survey, Utility Electronic Locates and an Easement 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
<u>Amendment No. 2, not to exceed</u>	<u>\$ 1,750.00</u>

Revised Total Contract Amount	\$ 1,539,524.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is 30 days from Notice to Proceed.

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.

**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 Remove Site Survey with Topography Payment, section 1.3.
- 1.2 Topography Survey- The CONSULTANT will perform a ALTA/NSPA with Topographic Survey.
- 1.3 Topography Survey- The CONSULTANT will perform a Utility Electronic Locates
- 1.4 Topography Survey- The CONSULTANT will perform an Easement Report.

2.0 SCOPE OF SERVICES

1.1 TOPOGRAPHIC SURVEY:

- 1.1.1 Topography with one-foot interval contours
- 1.1.2 Existing buildings and site structures
- 1.1.3 Building finished floor elevations at accessible doorways
- 1.1.4 Utilities (water, storm sewer, sanitary sewer, gas, electric and communication) as marked by One Call System or as noted on Survey Design Request and features/appurtenances located at ground level
- 1.1.5 Parking lots and access drives
- 1.1.6 Fences
- 1.1.7 Trees having a diameter equal to or greater than 12"
- 1.1.8 Tree "dripline" to be shown for heavily wooded areas
- 1.1.9 Benchmarks
- 1.1.10 Spot Elevations
- 1.1.11 All drainage features (above and below ground, where applicable)
- 1.1.12 Provide survey control file (Autocad and Digital Terrain Model, etc.)
- 1.1.13 Horizontal datum determined in the Oklahoma State Plane Coordinate System (NAD83)
- 1.1.14 Vertical datum determined in the North American Vertical Datum of 1988 System (NAVD88)

1.2 ALTA/NSPS SURVEY:

- 1.2.1 Survey in accordance with latest version of ALTA/NSPS Land Title Survey Standards
- 1.2.2 Table A, "Optional Survey Responsibilities and Specifications," as specified by the client
- 1.2.3 Table A Items 1-4, 7(a), 8, 9 and 11 to be included if not specified by client – see attached.
- 1.2.4 Additional fee may apply for Table A item requirements not provided with signed contract

- 1.2.5 Title Commitment with an effective date within the previous 6 months and exception documents to be provided by Client. Deliverable date is dependent on receipt of the title commitment.
- 1.3 ADDITIONAL SERVICES:
 - 1.3.1 Title and easement research/property report (by third party / fee included on following page)
 - 1.3.2 CONSULTANT does not offer property easement or encumbrances research or abstracting services.
 - 1.3.3 CONSULTANT will coordinate a property report through a third party to research easements and encumbrances of record for subject property. Said report is not intended to act as or replace an abstract, title commitment, title opinion, or title insurance policy.
 - 1.3.4 Plot easements from report on the topographic survey as an approximate location based upon approximate lot and property lines.
 - 1.3.5 Private utility locate service (by third party / fee included on following page)
 - 1.3.6 CONSULTANT does not offer utility or ground penetrating radar (GPR) locating services.
 - 1.3.7 CONSULTANT will coordinate utility locates and GPR services through a third party to mark utility locations able to be located from the ground surface.
 - 1.3.8 The location and depth of any underground facilities marked by the private utility locators will be shown on the topographic survey.

**ATTACHMENT B
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ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 TOPOGRAPHIC SURVEY and SUE DATA: The CONSULTANT shall submit in-full survey and SUE data in a format compatible with AutoCAD. It can be submitted via email, data download, or memory stick.

**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 ALTA/NSPS with Topographic Survey: The OWNER shall pay the CONSULTANT a lump sum amount of \$17,500 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.2 Utility Electronic Located: The OWNER shall pay the CONSULTANT a lump sum amount of \$5,700 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.3 Easement Report: The OWNER shall pay the CONSULTANT not to exceed amount of \$1,750 for the completion of the Topographic Survey. 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 4 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.

**APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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Subject Study Area

