

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

**PROJECT NAME: Broken Arrow City Hall
PROJECT NO. 2417170**

THIS **AMENDMENT NO. 1**, 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 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 CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to prepare schematic design, design development, construction documents, bidding and permitting assistance, and contract administration for the Broken Arrow City Hall.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through 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 CONSULTANT to provide schematic designs, design development, construction documents, bidding and permitting assistance, and contract administration services.

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 January 2, 2024	\$ 174,500.00
<u>Amendment No. 1</u>	<u>\$ 1,359,574.00</u>

Revised Total Contract Amount	\$ 1,534,074.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 690 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: _____

CONSULTANT:

Selser Schaefer Architects

By: Hank Spieker
Hank Spieker, AIA, Partner

Date: 12 August 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Date: _____

Attest: SHANE D. AARON
Name: SHANE D. AARON, AIA
Office: PRESIDENT

Date: 12 AUGUST 2025

Approved as to form:

Graham Parker
Assistant City Attorney

VERIFICATION

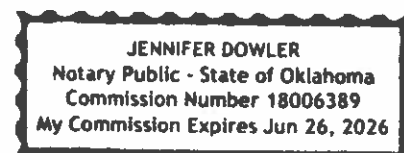
State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 12 day of August, 2025, personally appeared Hank Spieker, 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
BROKEN ARROW CITY HALL
PROJECT 2417170**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Schematic Design Phase

- 1.1.1 The CONSULTANT will facilitate one (1) design phase kick-off meeting with CITY representative to review and confirm the space program and site due diligence. Using the information gather from the previous phase the CONSULTANT will prepare Schematic Design Documents that will include:
 - 1.1.1.1 Site plan, Floor plan, Roof plan and Exterior Elevations, along with preliminary Structural Framing plan and HVAC Zone Diagram.
 - 1.1.1.2 Quality Profile Narrative that identifies major material and systems and establishes in general their quality levels.
 - 1.1.1.3 An Opinion of Probable Construction Cost

1.2 Design Development Phase

- 1.2.1 The CONSULTANT will prepare design development documents for the CITY's approval and will include:
 - 1.2.1.1 Site Plan, Floor Plan, Reflected Ceiling Plan, Roof Plan, Interior and Exterior Elevations, typical construction details and diagrammatic layout of the site utilities and building systems including mechanical, electrical, plumbing and fire protection.
 - 1.2.1.2 Quality Profile Narrative that identifies major material and systems and establishes in general their quality levels.
 - 1.2.1.3 Interior and Exterior Finishes

1.3 Construction Documents Phase:

- 1.3.1 The CONSULTANT will prepare Construction Documents for the CITY's approval and will include:
 - 1.3.1.1 Construction Documents consisting of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the WORK.
 - 1.3.1.2 The CONSULTANT will submit 50% complete, and 95% complete Construction Documents for CITY'S review.
 - 1.3.1.3 The CONSULTANT will incorporate comments from the 50% and 95% complete reviews, and provide signed and sealed final documents for bidding and permitting.

1.4 Bidding Assistance Phase:

- 1.4.1 The CONSULTANT will assist the CITY and potential Construction Manager with:
 - 1.4.1.1 Attending Pre-Bid Meeting
 - 1.4.1.2 Answering Request for Interpretation from Bidders
 - 1.4.1.3 Reviewing Substitution Requests

1.4.1.4 Issuing Addenda

1.5 Permitting Assistance phase:

1.5.1 The CONSULTANT will submit the Construction Documents to the City of Broken Arrow Permit Center and respond to any Letters of Deficiency (LOD). The CITY will be responsible for the payment of all plan review and permitting fees.

Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the CONSULTANT shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the CONSULTANT. The CONSULTANT and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and CONSULTANT, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The CONSULTANT shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The CONSULTANT's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. If the CONSULTANT discovers any inconsistencies or inaccuracies in the information presented, the CONSULTANT shall promptly notify the Owner and Construction Manager.

Revising the Drawings, Specifications, and other documents resulting from agreed-upon assumptions, substitutions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate shall be considered an Additional Service and the CONSULTANT shall not proceed until the CONSULTANT received written authorization from the Owner.

1.6 Contract Administration Phase:

1.6.1 The CONSULTANT will participate in the Construction Manager's bi-weekly (once every two calendar weeks) Owner-Architect-Contractor Meetings.

1.6.2 The CONSULTANT will respond to the Construction Manager's requests for additional information about the Contract Documents. The CONSULTANT will review shop drawings and submittals to confirm conformance with the Contract Documents.

1.6.3 During the duration of the project construction, the CONSULTANT will visit the site in the following intervals:

1.6.3.1 The CONSULTANT will visit the site bi-weekly (once every two calendar weeks) to review the work in progress and verify general compliance with the Contract Documents. After each site visit, a field report will be generated to document observations and note issues that should be addressed by the Construction Manager. Based on the estimated construction phase duration of 60 weeks, the CONSULTANT will provide thirty (30) contract administration phase site visits.

1.6.3.2 The CONSULTANT's Consultants will visit the site at the quantities indicated below to review the work in progress and verify general

compliance with the Contract Documents. After the site visit, a field report will be generated to document observations and note issues that should be addressed by the Construction Manager.

1.6.3.3 Civil Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.4 Structural Engineer: Eight (8) site visits.

1.6.3.5 Mechanical Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.6 Electrical Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.7 Landscape ENGINEER: Six (6) site visits and one (1) final punch visit.

1.6.4 The CONSULTANT will review and certify the Construction Manager's monthly applications for payment.

1.6.5 The CONSULTANT will conduct a final punch of the Work and prepare and issue a final punch list and Certificate of Substantial Completion.

1.6.6 The CONSULTANT will review and facilitate transfer of final close-out documents from the Construction Manager to the Owner. The CONSULTANT will conduct a final inspection of the Work and prepare and issue a final Certificate for Payment.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
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SELSER SCHAEFER ARCHITECTS
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PROJECT 2417170

ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 Schematic Design Phase: The CONSULTANT shall submit in-full a 100% complete Schematic Design Documents, and an Opinion of Probable Construction Cost for the CITY to review. These will be submitted as PDF via email or flashdrive.
- 2.0 Design Development Phase: The CONSULTANT shall submit in-full a 50% complete Design Development Documents, and 100% complete Design Development Documents for the CITY to review. These will be submitted as PDF via email or flashdrive.
- 3.0 Construction Documents Phase: The CONSULTANT shall submit in-full a 50% complete Construction Documents, 95% complete Construction Documents for the CITY to review. They will also provide a signed and sealed final document for bidding and permitting. These will be submitted as PDF via email or flashdrive, the final plans will also be submitted in ACAD compatible files via email or flashdrive.
- 4.0 Permitting Phase: The CONSULTANT shall submit in-full construction documents to the City of Broken Arrow Permit Center and respond to any Letters of Deficiency (LOD).
- 5.0 Bidding Phase: The CONSULTANT shall submit addenda answering requests for interpretation and substitution request.

**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 Schematic Design Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$222,550.00 for the completion of the Schematic Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.2 Design Development Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$357,375.00 for the completion of the Design Development Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.3 Construction Documents Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$478,898.00 for the completion of the Construction Document Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.4 Bidding and Permitting Phase: The OWNER shall pay the CONSULTANT an hourly rate not to exceed \$57,174.00 for the Bidding and Permitting Phase per the rate in Addendum 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.5 Contract Administration Phase: The OWNER shall pay the CONSULTANT an hourly rate not to exceed \$243,577.00 for the Contract Administration Phase per the rate in Addendum 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services

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PROJECT SCHEDULE

- 1.0 Schematic Design: 10 weeks**
- 2.0 Design Development Phase: 10 weeks**
- 3.0 Construction Documents: 12 weeks**
- 4.0 Bidding and Permitting: 6 weeks (estimated)**
- 5.0 Contract Administration: 60 weeks (estimated)**

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CONSULTANT HOURLY RATES

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		

Wallace Design Collective

Principal	\$230.00	Technical Designer II	\$160.00
Associate	\$210.00	Technical Designer I	\$150.00
Professional Engineer II	\$175.00	BIM Technician III	\$145.00
Professional Engineer I	\$160.00	BIM Technician II	\$135.00
Intern Engineer	\$150.00	BIM Technician I	\$125.00
GIS Specialist	\$150.00	Engineering Coordinator	\$125.00
Information Technologist	\$160.00	Administrative	\$110.00

360 Engineering

Principal	\$205.00	Project Lead I	\$165.00
Associate Principal	\$195.00	Structural Engineer Intern II	\$155.00
Associate	\$190.00	Structural Engineer Intern I	\$145.00
Structural Engineer II	\$175.00	Structural Designer	\$145.00
Structural Engineer I	\$165.00	Structural Drafter	\$120.00
Project Lead II	\$175.00	Administrative	\$110.00

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

Alaback Design Associates, Inc.

Principal Architect	\$160.00	Landscape Designer	\$100.00
Landscape Architect	\$120.00	Administrative/Support	\$78.00