

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GEODECA, LLC
FOR
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROJECT NO. – N/A (SURV-20-01)**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2021, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as “OWNER”, and Geodeca, LLC, hereinafter referred to as “CONSULTANT”;

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated July 20, 2020 “ORIGINAL AGREEMENT” for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide professional surveying and related support services associated with public works projects for the City of Broken Arrow.

WHEREAS, the ORIGINAL AGREEMENT provided as follows in Attachment C:

- 1.1 It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Fifteen Thousand and No/100 (\$15,000.00) for the entire Scope of the Professional Services rendered. The Engineering Division Manager or designee will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the consultant and the City on the hours required for the work item. The Consultant shall submit invoices requesting payment for services rendered to Engineering and Construction staff monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to Engineering Division Manager or designee. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to increase the maximum amount of compensation payable to CONSULTANT for professional surveying and related support services associated with public works projects for the City of Broken Arrow identified in the ORIGINAL AGREEMENT.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is available for said increase in payable compensation.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend Section 1.1 of Attachment C to the ORIGINAL AGREEMENT to state as follows:

- 1.1 It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Thirty Thousand and No/100 (\$30,000.00) for the entire Scope of the Professional Services rendered. The Engineering Division Manager or designee will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Consultant and the City on the hours required for the work item. The Consultant shall submit invoices requesting payment for services rendered to Engineering and Construction staff monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to Engineering Division Manager or designee. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

[REMAINDER OF SHEET LEFT BLANK]

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:

Geodeca, LLC

By: Russell Muzika
Russell Muzika, Member

Date: 3/29/2021

(CORPORATE SEAL, IF APPLICABLE)


Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Official's Full Name, Office

Date: _____

Approved as to form:


Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 29th day of March, 2021, personally appeared Russell Muzika, known to be to be the (President, Vice-President, Corporate Officer, **Member**, or Other:) of Geodeca, LLC, 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:

04-11-2021



KAREN L. PAX
Notary Public
Wagner County
State of Oklahoma
Commission # 01003514
Expires: April 11, 2021

Karen Pax

Notary Public

3/29/2021