

**AMENDMENT NO. 1  
TO  
CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
DATED: AUGUST 26, 2025  
PROJECT NAME: RADIO COMMUNICATION TOWER SURVEY  
PROJECT LOCATION: E 131ST ST S AND S ASPEN AVE  
PROJECT NUMBER: 191713**

**1. Professional Service Provider:**

- a. Name: CEC Corporation
- b. Telephone No.: 918.663.9401
- c. Address: 1300 S Main Street, Tulsa, OK 73119

**2. Amendment(s):**

The contract identified above ("Original Agreement") is amended as follows:

Paragraph 4., titled Compensation:, is amended to read as follows:

Professional Service Provider shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Six Thousand Seven Hundred and No/100 (\$6,700.00) for the original Scope of Professional Services rendered. And shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Nine Thousand Three Hundred and No/100 (\$9,300.00) for the amended Scope of Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

Attachment A Paragraph 3.0, titled SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:, is amended to read as follows:

3.1 The Professional Service Provider shall provide a full topographic survey of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:

- 3.1.1 Use or tie into Control Points established in CEC job #190376
- 3.1.2 Establish two (2) benchmarks in project vicinity and run differential level loop
- 3.1.3 Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities
- 3.1.4 Utilities: "OKIE811" will be contacted at least two (2) weeks prior to survey and the locations as marked will be obtained.
  - 3.1.4.1 CEC will contact members listed on the OKIE ticket, request utility atlas

maps, and plot atlas maps as “per atlas map” if said maps are provided to CEC by the Utility Owner.

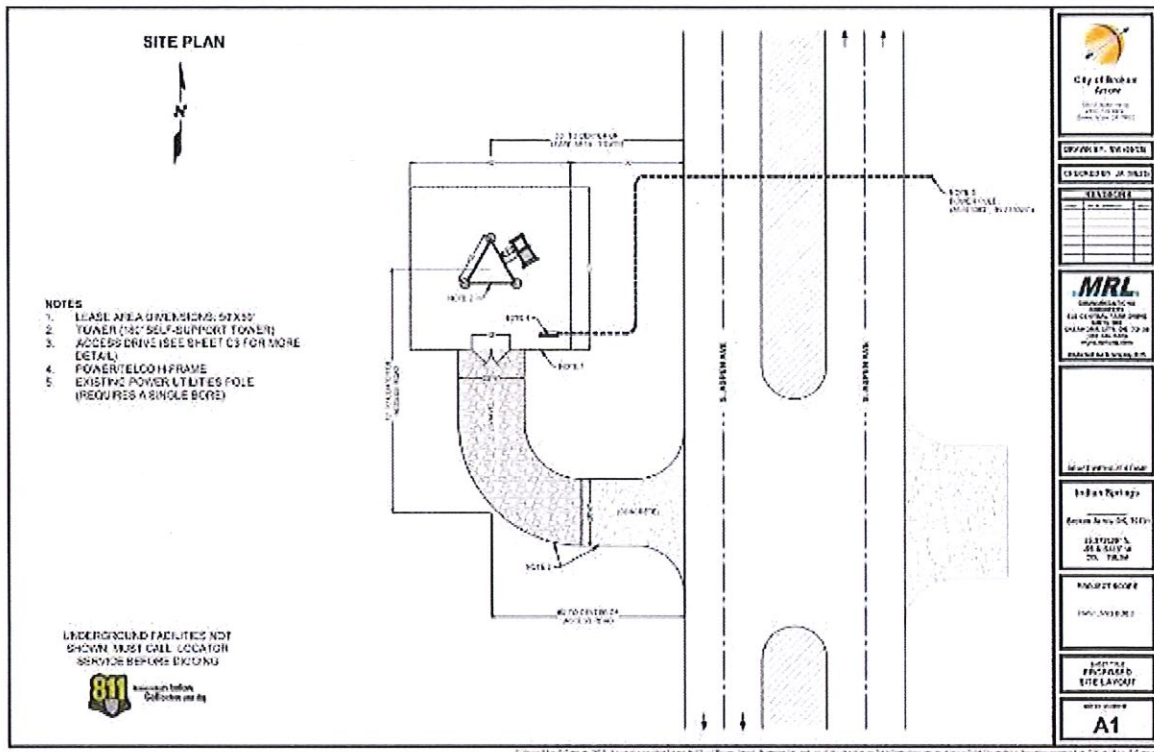
- 3.1.4.2 CEC is NOT responsible for unmarked or mismarked utilities
- 3.1.4.3 Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- 3.1.5 Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- 3.1.6 Cross sections at 50’ density including applicable break lines
- 3.1.7 Contours at 1.0’ minimum density
- 3.1.8 FEMA Flood Zones and Classifications (see Exhibit “B” for FEMA Map)
  - 3.1.8.1 Depict flood zone generated from FEMA.gov by scaling map and graphic plotting only
- 3.2 The Professional Service Provider shall provide a Lease Legal Description and Exhibit Preparation of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:
  - 3.2.1 Document Research
    - 3.2.1.1 Research deeds, plats, and other documents from County Clerk’s and Assessor office / websites or through an abstractor/land services company
  - 3.2.2 Boundary Control Research
    - 3.2.2.1 Research section lines and/or property corners to be able to sufficiently tie down the lease to the proposed tower location
  - 3.2.3 Prepare legal description and exhibit at coordinates provided by CLIENT in attached Site Plan (Exhibit “B”)
  - 3.2.4 Prepare legal description and exhibit for one (1) roadway ingress/egress easement and one (1) power easement
- 3.3 The Professional Service Provider shall provide a Utility Easement Plotting of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:
  - 3.3.1 Document Research
    - 3.3.1.1 Research deeds, plats, utility easements, and other documents from County Clerk’s and Assessor office / websites or through an abstractor/land services company
  - 3.3.2 Depict Utility Easements within Survey Limits (Exhibit “A”)
- 3.4 The Professional Service Provider shall provide a FAA 1A or 2C Certification Professional Surveying services shall include:
  - 3.4.1 Prepare 1A or 2C Certification detailing horizontal and vertical accuracy at latitudes and longitude provided by CLIENT
- 3.5 DELIVERABLES
  - 3.5.1 Civil 3d file and AutoCAD file of all above items
  - 3.5.2 Topographic Survey sheet in pdf format (upon request)
  - 3.5.3 Survey Control and Topographic Survey Certifications
  - 3.5.4 Proposed lease and easement in PDF format
  - 3.5.5 1A or 2C Certificate in PDF format

Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

Attachment B Exhibit A is amended to show as follows:



Attachment B Exhibit C is added to show as follows:



**3. Entirety of Agreement:** Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

**4. Effective Date:** This Amendment No. 1 is effective upon signature of both parties.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
CEC Corporation

By: Michael Spurgeon  
Michael L. Spurgeon, City Manager

By: Samuel McGee  
Signature

Date: 10/8/2025

Title: SURVEY DEPARTMENT MANAGER  
Name: CEC  
Office: OKLAHOMA CITY

Attest: Curtis Green  
City Clerk [Seal]

Date: 10.7.25

Date: 10/8/2025

Attest: [Signature]  
By: [Signature]  
Signature or Corporate Seal

Title: Survey Crew Chief  
Name: CEC  
Office: OKlahoma city  
Date: 10-7-25

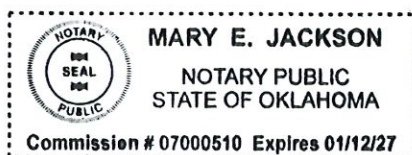
Approved as to form:

D. Graham Parker  
Assistant City Attorney

### VERIFICATIONS

State of Oklahoma )  
                                  ) §  
County of Oklahoma )

Before me, a Notary Public, on this 7<sup>th</sup> day of October 2025,  
—, personally appeared Samuel McGee, known to me to be the  
(President, Vice-President, Corporate Officer, Member, Partner or Other: Manager  
(Please circle or specify)) of CEC Corporation to be the identical person who executed the within  
and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and  
voluntary act and deed for the uses and purposes therein set forth.



Mary E. Jackson  
Notary Public