

**AMENDMENT NO. 2
TO
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-19-01**

1. Architect/Engineer Firm:

- a. Name: Geodeca, LLC
- b. Telephone No.: (918)806-1740
- c. Address: P.O. Box 330281, Tulsa, OK 74133-0281

2. Project Title and Location: Professional Surveying and Related Support Services for City of Broken Arrow

3. Contract for: Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis in accordance with the attached hourly rates as requested by the City.

4. Contract Data:

- a. Contract Amount: \$15,000.00 (Not to Exceed)
- b. Amendment No. 1 Amount: \$25,000.00 (Not to exceed)
- c. Amendment No. 2 Amount: \$15,000.00 (Not to exceed)
- d. Total Not to Exceed: \$55,000.00
- e. Liquidated Damages: N/A.
- f. The total time allowed for contract completion (including Amendment No. 1 and Amendment No. 2) has not changed.

5. The City of Broken Arrow ("City"), represented by the City Manager, and the Consultant, identified in paragraph 1 agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Amendments to the Contract
- c. Consultant's Letter Agreement

6. Amendment approved by the City Council on: _____

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GENERAL PROVISIONS

The City of Broken Arrow and Geodeca, LLC, with its principal place of business located at P.O. Box 330281, Tulsa, OK 74133, hereby enters into the following Amendment No. 2 to the Contract:

The City Manager representing the City of Broken Arrow is contracting to acquire the professional services of the Consultant to provide Surveying and related support services associated with public work projects. Professional Surveying services to include site surveying, legal description and exhibit preparation, and other surveying services as needed by the City.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions.

Amendment No. 1 does not change the original Contract time and completion date.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate and the Amendment No. 2 compensation is Not to Exceed Fifteen Thousand and No/100 dollars (\$15,000), and the total compensation under this contract is Not To Exceed Fifty Five Thousand and No/100 dollars (\$55,000.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, to the City Engineer monthly in accordance with actual progress of the work. The invoices shall be in a format satisfactory to the Engineering Manager. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional City employee position, therefore the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Consultant agrees to abide by and comply with all of the City's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the GEODECA, LLC has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:

City of Broken Arrow, a Municipal Corporation

Approved as to form:

By *L. Enay*
Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date _____

Attest:

City Clerk

Date _____

CONSULTANT:

GEODECA, LLC

By *Carrie Muzika*
Carrie Muzika, Managing Member

Date *4/5/2019*

(CORPORATE SEAL) if applicable

Attest

By _____

(Printed name and title)

Date _____

VERIFICATION

State of *OK*)
County of *Tulsa*) §

Before me, a Notary Public, on this *5th* day of *April*, 2019, personally appeared *Carrie Muzika*, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: *Managing Member*) of GEODECA, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

12-8-2020

Sandy Brannon
Notary Public



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CITY OF BROKEN ARROW**

CONSULTANT'S SCHEDULE OF HOURLY RATES (See attached)



GEODECA LLC
Land Survey Company
6028 S 66th E Ave. Suite 101
Tulsa, OK 74145
Office: 918.949.4064
Fax: 918.949.4085
www.geodeca.com
OK CA #5524. Renewal 6.30.2020

Standard

2019 Hourly Rates

Field: (Total Station, Level, Tape, Reconnaissance, GPS, RTK, Static etc)

1 Man Crew	----	\$134.00 p/h
2 Man Crew	----	\$166.00 p/h
3 Man Crew	----	\$198.00 p/h

Field minimum charge ---- one hour plus drive time to and from site per day

Office:

Administration	----	\$68.00 p/h, minimum charge one half hour
Technician/Drafter	----	\$78.00 p/h, minimum charge one half hour
Professional Surveyor	----	\$116.00 p/h, minimum charge one Quarter hour

Fees listed are typical and calculated on quarter hour increment.
Fees are negotiable for unusual conditions or requirements.
Daily Drive Time is included in hourly calculations.
Call for Lump Sum Proposals.

This document is confidential and is intended for recipient only.

S.R. 2019

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