

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
Geodeca, LLC.**

**PROJECT NAME: CEDAR RIDGE ESTATES DRAINAGE
PROJECT NO. SW22050**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Geodeca, LLC., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated 4/11/2022 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to provide professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider 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.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation and performance of legal documentation for the drainage easement in the reserve and for the drainage easement in lot 16 block 4.

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, 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 ENGINEER to provide preparation and performance of legal documentation for the drainage easement in the reserve and for the drainage easement in lot 16 block 4.

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 April 11, 2022	\$1920.00
<u>Amendment No. 1</u>	<u>\$ 650.00</u>
Revised Total Contract Amount	\$2570.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 30 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:

Kenneth D. Spurgeon for
Michael L. Spurgeon, City Manager

Date:

01-10-24

CONSULTANT:

Geodeca, LLC.

By:

Carrie Muzika
Carrie Muzika, Managing Member

Date:

1/9/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest:

Curtis Green
City Clerk [Seal]



Date:

1/10/2024

Attest:

Russell Muzika
Russel Muzika, PLS

Date:

1/9/2024

Approved as to form:

Graham Parker

Assistant City Attorney

VERIFICATION

State of Oklahoma
County of Jesse) §

Before me, a Notary Public, on this 09th day of January, 2019, ²⁴ personally appeared Carrie 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:


Notary Public