

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
SALT DOME GEOTECHNICAL SURVEY  
PROJECT NUMBER: 25XXXX**

**1. PROFESSIONAL SERVICE PROVIDER:**

- a. Name: GFAC Engineering
- b. Telephone No.: 918.622.7021
- c. Address: 8155 East 46th Street, Tulsa, OK 74145

**2. PROJECT TITLE AND LOCATION: BROKEN ARROW SALT DOME LOCATED AT NORTHEAST CORNER OF N 23<sup>RD</sup> STREET AND OLD HWY 51**

**3. Contract for:** Providing professional geotechnical survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing geotechnical engineering services 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.

**4. Compensation:** Professional Service Provider 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 Three Thousand Eight Hundred Fifty and No/100 (\$3,850.00) for the entire Scope of the 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.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service

Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

**10. Governing Documents:** The parties 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. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services

Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

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

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract 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:  
GFAC Engineering

By: \_\_\_\_\_  
Michael Spurgeon, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

By: Brian Marick  
Brian Marick

Title: Managing Member

Date: 10/25/2024

Attest: Bill Hall

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Project Manager

Date: 10/25/2024

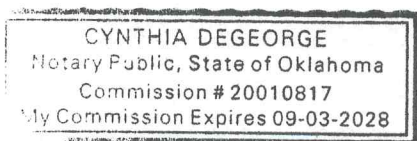
Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

#### VERIFICATIONS

State of Oklahoma            )  
  ) §  
County of Tulsa            )

Before me, a Notary Public, on this 25<sup>th</sup> day of October, 2024, personally appeared Brian K. Marick, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Managing Member (Please circle or specify) of GFAC Engineering 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.



Cynthia DeGeorge  
Notary Public

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**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Preliminary Geotechnical Report and Related Support Services associated with Salt Dome in the City of Broken Arrow. Services will include two (2) borings to be drilled on the project site in the area of the proposed salt dome and one (1) boring to be drilled on the project site in the area of the proposed brine area for a total of three (3) borings in accordance with the Proposed Building Locations Diagram (Appendix 1). Laboratory testing services will be completed based upon the actual subsurface conditions of the project site. An analysis and report will also be provided. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

2.3. All private site utilities and utility easements must be accurately located in the field, on a scaled map or both. This information must be made available to CONSULTANT at least two (2) days before the beginning of the field exploration.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider will coordinated any necessary public utility location services prior to starting the field work. Boring locations will be staked utilizing a hand held GPS device.

3.2 A total of three (3) boring will be drilled at the project site. The borings on the proposed buildings will be drilled to approximately 15 feet. If auger refusal is encounter prior to planned boring depths, the borings will be terminated at the depth of the auger refusal. Based on the subsurface conditions, depth of borings may be adjusted. Sampling of the soil will utilize split-barrel samplers (ASTM D-1586). Four (4) samples will be obtained in the top 10 feet and one (1) sample will be obtained every 5 feet for the remaining boring depth. Groundwater observations will be recorded in the borings at the time of drilling and the completion of the drilling

operations.

3.3 The laboratory testing services will be based on the actual subsurface conditions that are encountered at the project site. All samples will be visually classified in accordance with the Unified Soil Classification System.

3.3.1 The CONSULTANT will perform a maximum of 15 moisture content (ASTM D-2216) on fine grain soils.

3.3.2 The CONSULTANT will perform a maximum of 4 test of Atterberg Limits (Liquid and Plastic Limits – ASTM D-4318) and/or No. 200 sieve, ASTM D-1140.

3.4 Analysis and Report Preparations: The report is for planning purposes only and includes: Executive Summary; recommendations for foundation type, depth, allowable loading, and estimated settlements for the proposed structure; recommendations for preparation of the building pad subgrade; estimated soil movements, including calculated potential vertical rise (PVR); earthwork recommended, including backfill requirements; general discussion of subsurface soil and groundwater conditions; general discussion of site geology; typical pavement thickness for both light and heavy duty sections; a log of each boring indicating the boring number, depth of each stratum, soil classification and description, and groundwater information; description of the field exploration and laboratory testing.

3.5 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.

[END OF ATTACHMENT A]



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**APPENDIX 1**

