

CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: ST1945

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: Alley Improvements between Ash Avenue and Main Street, from Dallas Street to College Street.

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

4. Contract Data:

a. Contract Amount:

- a.1. Right of Way and Control/Topographic Survey – Lump Sum amount of Four Thousand Eight Hundred Fifty Dollars (\$4,850.00).
- a.2. Legal Descriptions, Field and Stake Legal Descriptions – Unit Price of \$250.00 per legal description to prepare the legal description as needed and only as directed and authorized by the City, and the Unit Price of \$225.00 per legal description to field pin and stake the legal description as needed and only as directed and authorized by the City. Four legal descriptions are estimated into this contract at the Lump Sum of One Thousand Nine Hundred Dollars (\$1,900.00).
- a.3. Total Contract Amount – Six Thousand Seven Hundred Fifty Dollars (\$6,750.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 30 calendar days.

5. The City of Broken Arrow, represented by the Assistant City Manager, and the Professional Service Provider, identified in paragraph 1, agree to perform this contract in 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 Change Orders arising out of this Contract

- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by the Assistant City Manager on: 05-14-19

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**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: ST1945**

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 Contract:

The Assistant 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 Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Thirty (30) calendar days.

The basis of compensation for the Consultant to perform all duties and responsibilities associated with the Scope of Services described in the Special Provisions Shall be in accordance with the following:

Right of Way and Control/Topographic Survey: The OWNER shall pay the CONSULTANT a lump sum amount of \$4,850.00 for the completion of the Right-of-Way and Control and the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

Legal Descriptions, Field Pin and Stake Legal Descriptions: The OWNER shall pay the CONSULTANT, as directed and authorized by the OWNER, \$250.00 per legal description to prepare legal descriptions, and \$225.00 per legal description to field pin and stake the legal description. Four legal descriptions are estimated into this contract at the lump sum amount of \$1,900.00. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

The City will issue a Notice to Proceed for the work identified under this agreement. The Consultant 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 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.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Assistant 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 [Signature]
Assistant City Attorney

By Kenneth D. Schwab
Kenneth D. Schwab, Assistant City Manager

Date 05-14-19

Attest:
[Signature]
City Clerk

Date 5/15/19

CONSULTANT:

GEODECA, LLC

By Carrie Muzika, Managing Member
Carrie Muzika, Managing Member

Date 5/9/19

(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 9th day of May, 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



**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER ST1945**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. This project will consist of a survey of the alley between Ash Avenue and Main Street, from south side of Dallas Street to the north side of College Street. The survey will be from building face to building face and include a full topographic survey and also include establishing right of way and control, including all easements, writing legal descriptions, field pinning and staking of legal descriptions.

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

2.1. Furnish to Consultant 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.

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1 The Consultant shall provide Professional Surveying services as outlined in the attached proposal.

3.2 The consultant shall submit, in-full, the survey on electronic media (AutoCAD 2018 or earlier version), a Digital Terrain Model, a pdf of the final signed/sealed survey.

3.3 The consultant shall submit, in-full, legal descriptions and field pin and stake the legal descriptions, 4 parcels are estimated. These are only to be done as directed and authorized by the City.

[END OF CONTRACT SPECIAL PROVISIONS]



GEODECA LLC
P.O. Box 330281
Tulsa, OK 74133-0281
Office: 918.806.1740
Fax: 866.374.7577
e-mail: rmuzika@geodeca.com
www.geodeca.com
C.A. #5524 Exp. 06/30/2020

April 26, 2019

R0

Roger Hughes, PE | Project Manager
City of Broken Arrow, Engineering & Construction Department
485 North Poplar Avenue, Broken Arrow, OK 74012
Office: 918.259.7000 ext.5260
Email: rhughes@brokenarrowok.gov

Survey Proposal for Topographic Survey and Right of Way for Alley West of Main Street from Dallas to College

Thank you for considering GEODECA LLC for survey services for your project.

Section 11, T18N, R14E, Tulsa County

Project Limits: approximately 1200 lineal feet

Scope: Establish property and alley lines with topographic survey.

Fee: \$4850

Right of Way and Control: Establish right of way and control to include easements as known by either a search using the Tulsa County online records search "ONCORE" or from property reports prepared by others. (If needed property reports are \$250 per report.)

Topographic survey: To include the location of buildings or portions of, large structures, paved areas, public utilities visible and marked, large storm water drainage systems and structures as practicable, finished floors, and stoops. Digital Terrain Model with 1 foot contours.

Additional Legal Descriptions: \$250 each as needed (only as directed and authorized by Engineer)

Field Pin and Stake Legal Descriptions: \$225 per Legal Description: as needed.

Field data when appropriate will be in U.S. Survey feet translated and rotated to Ok State Plane North Horizontal datum (all distances will be ground distances), or translated and rotated to adjoiners or existing legal descriptions. Vertical Datum will be North American Vertical Datum of 1988 (NAVD 88).

We very much appreciate the opportunity to perform this survey and am committed to the timely and efficient progress of this project. If you have any questions, please do not hesitate to call.

A handwritten signature in blue ink that reads "Russell Muzika".

Respectfully,
Russell Muzika, P.L.S.
Principal Surveyor

Proposal Page 1





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	---	\$168.00 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