

**CONTRACT
BROKEN ARROW MUNICIPAL AUTHORITY
JASPER STREET FROM OLIVE TO GARDENIA AVENUE 12-in WATER LINE
EXTENSION
PROFESSIONAL SERVICES CONTRACT NUMBER: WL1604**

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: Jasper Street (E. 131st St) from Olive Avenue to Gardenia Avenue 12-in Water Line Extension.

3. Contract for: Providing Professional Surveying and Related Support Services associated with the water line extension along Jasper Street from Olive Avenue east side of Gardenia Avenue.

4. Contract Data:

- a. Contract Amount: Not to exceed amount of Ten Thousand Dollars (\$10,000.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 30 calendar days.

5. The Broken Arrow Municipal Authority (BAMA), represented by the Assistant City Manager, and the Professional Service Provider, 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 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: 02-16-17

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The Broken Arrow Municipal Authority 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 Broken Arrow Municipal Authority, is contracting to acquire the professional services of the Consultant to provide Surveying and related support services associated with water line extension along Jasper Street from Olive Avenue east side of Gardenia Avenue. Professional Surveying services to include site surveying, legal description and property reports as needed by the BAMA.

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.

It is agreed that the Consultant shall be compensated in accordance with attached fee breakdown and the total compensation under this contract is Not To Exceed Ten Thousand and No/100 (\$10,000.00) for the entire Scope of the Professional Services rendered. The Engineering Division Manager will issue a Notice to Proceed for each item of work identified under this agreement. The Consultant shall submit invoices requesting payment for services rendered to the Engineering Division Manager monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the Engineer Division Manager. Payment will be made following the first eligible BAMA meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to BAMA 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 BAMA 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 BAMA employees. The Consultant agrees to abide by and comply with all of the BAMA'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 parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

[Signature]
Assistant City Attorney

Broken Arrow Municipal Authority

By: Kenneth D. Schwab
Kenneth D. Schwab, PE, CFM
Assistant City Manager

Attest:

[Signature]
City Clerk

Date 02-16-17

Geodeca, LLC

By: [Signature]

Attest:

Corporate Secretary (Seal)

Date: 2/8/2017



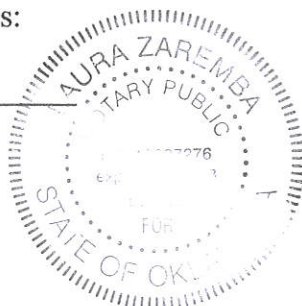
VERIFICATIONS

State of Oklahoma)
County of TULSA) §.

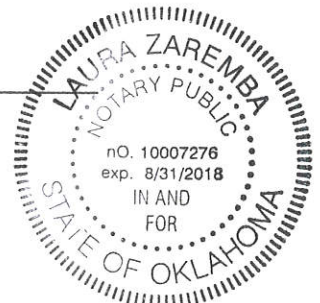
Before me, a Notary Public, on this 8th day of February 2017, personally appeared Carrie Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Principal (Please circle or specify)) of Geodeca, LLC to be the identical person who executed the within and 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:

08/31/2018



[Signature]
Notary Public



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JASPER STREET FROM OLIVE TO GARDENIA AVENUE 12-in WATER LINE
EXTENSION**

**PROFESSIONAL SERVICES CONTRACT NUMBER: WL1604
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER WL1604**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide Professional Surveying and Related Support Services associated with the water line extension along Jasper Street from Olive Avenue east side of Gardenia Avenue. Professional Surveying services to include site surveying, legal description and Property reports as needed by BAMA. Work performed under the contract shall be performed in accordance with Special Provision 4.0.

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 BAMA'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 Establish right of way also to include easements as known by either a search using Tulsa County online record or from property reports prepared by others.

3.2 Survey the proposed water line alignment to include location of buildings or portions of, large structures, paved areas, with measures at approximate 50 foot stations along the existing street, public utilities visible and marked, large storm water drainage systems and structures as practicable.

3.3 Create a Digital Terrain Model with 1 foot contours and submit survey data and model electronically in AutoCAD (.dwg).

3.4 If requested by BAMA perform property reports for requested property along the alignment.

3.5 If requested by BAMA prepare legal description and exhibits necessary for obtaining easement of fee simple right of way along proposed water line route.

SP -4.0 FEE BREAKDOWN:

Right of Way: The lump sum amount of Two Thousand Thirty dollars and no cents (\$2,730.00)

Topographic Survey: The lump sum amount of Five Thousand Seventy dollars and no cents (\$5,070.00)

Property Reports: Three Hundred dollars and no cents (\$300.00) per property report requested.
For this agreement estimated at 4 property reports X \$300.00 = \$1,200.00

Legal Descriptions: Two Hundred Fifty dollars and no cents (\$250.00) per legal description
requested. For this agreement estimated at 4 legal descriptions X \$250.00 = \$1,000.00

[END OF CONTRACT SPECIAL PROVISIONS]