

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
HIGHLAND PARK WATERLINE CONSTRUCTION STAKING
PROJECT NUMBER: 196024**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: GEODECA LLC
- b. Telephone No.: 918.949.4064
- c. Address: P.O. Box 33012, Tulsa, OK 74153

2. PROJECT TITLE AND LOCATION: HIGHLAND PARK WATERLINE CONSTRUCTION IN BROKEN ARROW LOCATED AT 25235 E 91ST PL S, BROKEN ARROW, OK 74014

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing construction staking 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 Two Thousand Five Hundred and No/100 (\$2,500.00) 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 seven (7) 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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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:
GEODECA LLC

By: Michael Spurgeon
Michael Spurgeon, City Manager

Date: 1/24/2025

Attest: Curtis Green
City Clerk [Seal]



Date: 1/24/2025

Russell Muzika

By: RUSSELL MUZIKA,

Name: LLC MEMBER

Title: JAN 22, 2025

Date: _____

Name: _____

Attest: Curtis Green

By: Managing Member

Title: _____

Date: 1/22/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 22nd day of Jan. 2024, personally appeared RUSSELL MUZIKA, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of GEODECA LLC 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.

Stephanie Muniz
Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
HIGHLAND PARK WATERLINE CONSTRUCTION STAKING
PROJECT NUMBER: 196024**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Construction Staking and Related Support Services associated with Broken Arrow Highland Park in the City of Broken Arrow. Services performed to include a full construction staking for the construction of a waterline to Highland Park in Broken Arrow. 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.

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

3.1 The Professional Service Provider shall provide a construction staking for the construction of the Highland Park water line. This waterline will connect to an existing waterline and extend south into Highland Park to support the new irrigation system. See attached Exhibit 1 for construction plans.

3.2 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]

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
HIGHLAND PARK WATERLINE CONSTRUCTION STAKING
PROJECT NUMBER: 196024**

Exhibit 1



BROKEN ARROW
Where opportunity lives

HIGHLAND PARK WATERLINE

PROJECT LOCATION

PROJECT NUMBER 196024

SURVEY CONTROL DATA

- HORIZONTAL CONTROL MONUMENTS
OKLAHOMA STATE PLANE COORDINATE SYSTEM -
LAMBERT NORTH PROJECTION
BASIS OF BEARING:
LOCAL GRID BEARING
- VERTICAL CONTROLS (BM):
ROAD 1986
- SECTION NUMERICAL DESCRIPTION (S-T-R):
SECTION 11, T-18-N, R-14-E

BEFORE YOU DIGI CALL OKIE 1-800-522-6543



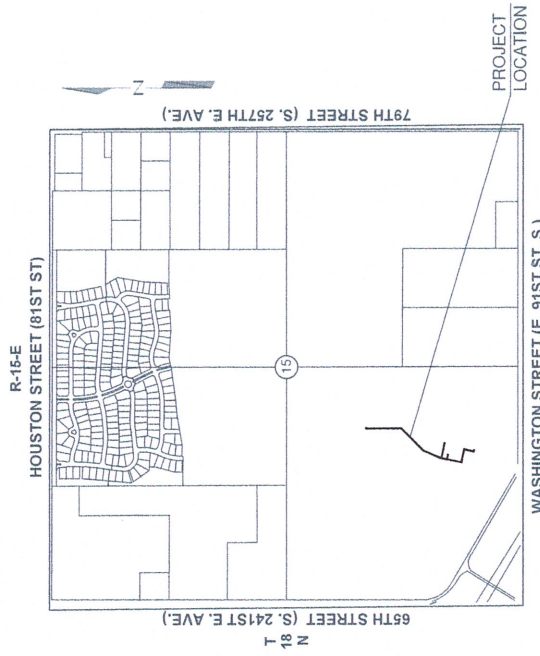
UTILITIES LOCATION SHOWN ON PLAN AND PROFILE WERE OBTAINED FROM INFORMATION PROVIDED BY UTILITY SYSTEM OWNERS IN THE COURSE OF THE SURVEY. LOCATIONS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

UTILITY CONTACTS

CITY OF BROKEN ARROW, OKLAHOMA 485 N. POPLAR AVE. BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT. 325 (918) 251-3382 (FA)	CITY OF BROKEN ARROW, OKLAHOMA 485 N. POPLAR AVE. BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT. 325 (918) 251-3382 (FA)	OKLAHOMA WATER GAS (OWGT) BELONGING ATTN: TIM REISE 1100 S. WILSON STREET TULSA, OKLAHOMA 74112 (918) 831-8367 (918) 729-4881 (CELL)	OKLAHOMA WATER GAS (EXISTING OWNST) ATTN: JIMME GOSPER 3648 EAST 15TH STREET TULSA, OKLAHOMA 74112 (918) 645-1953
OK COMMUNICATIONS 1181 E. 51ST STREET TULSA, OK 74146 (918) 266-4018 (FA)	PROGRESS COMMUNICATION ATTN: JAMES LEWIS 1100 S. WILSON STREET TULSA, OK 74112 (918) 791-3107 (918) 748-1824	AT&T / FSO ATTN: JOSEPH GUESBIA 1100 S. WILSON STREET TULSA, OK 74112 (918) 232-4571 (918) 217-8466 (FA)	

CONVENTIONAL SYMBOLS

SECTION LINES	PROPOSED ROAD	RIGHT-OF-WAY LINES - NEW	RIGHT-OF-WAY LINES - EXISTING
B/W	PRES. B/W	X	DE
BT	SS	G	UT
CTV	ST	UC	UE



INDEX OF SHEETS

DESCRIPTION	SHEET
TITLE SHEET	1
QUANTITIES, NOTES, AND DETAILS	2,3
OVERALL PLAN VIEW	4
PLAN AND PROFILE (LINE 1)	5-7
PLAN AND PROFILE (LINE 4)	8

BROKEN ARROW COUNCIL

CLERK	BERNA WISSE
VICEMAYOR	CHRISTY WELLS
MEMBER AT LARGE	JONNIE BARKS
WARD-2	LISA FORD
WARD-4	JUSTIN GREEN

APPROVED

MICHAEL L. SPURGEON
CITY MANAGER / GENERAL MANAGER

DATE

RECOMMENDED FOR APPROVAL

CHARLE BRIGHT P.E.
DIRECTOR OF ENGINEERING & CONSTRUCTION

DATE

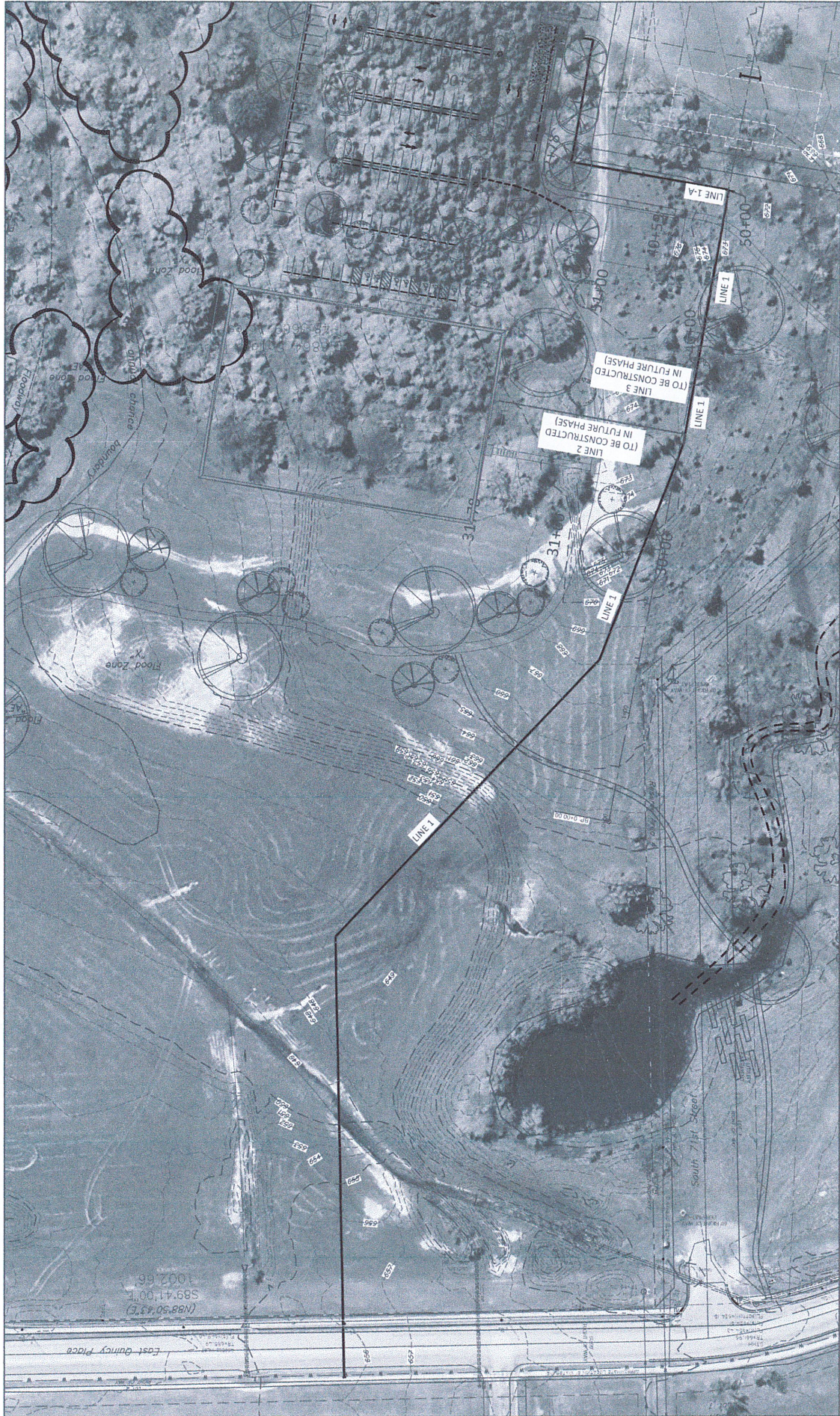
TIMOTHY S. ROBBINS P.E., CFM
DIRECTOR OF UTILITIES

DATE

EMILY ROWLAND, P.E.
ENGINEER OF RECORD

PROJECT LOCATION SECTION 15, T-18-N, R-15-E, WAGONER COUNTY
ENGINEERING & CONSTRUCTION DEPARTMENT
485 NORTH POPLAR AVENUE
BROKEN ARROW, OK. 74012

CITY OF BROKEN ARROW STANDARD CONSTRUCTION SPECIFICATIONS, AUGUST 19, 2019, SHALL GOVERN ALL CONSTRUCTION AS SUPPLEMENTED BY OKLAHOMA STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, APPROVED BY THE DEPARTMENT OF TRANSPORTATION 2009.



DESIGN	DRAWN	DATE
COBA	COBA	01/20/24
REVIEWED	PROJECT NO.	
COBA	19024	
APPROVED/SHEET	OF	
COBA	3	8

REVISIONS	DATE

OVERALL PLAN VIEW

HIGHLAND PARK WATERLINE

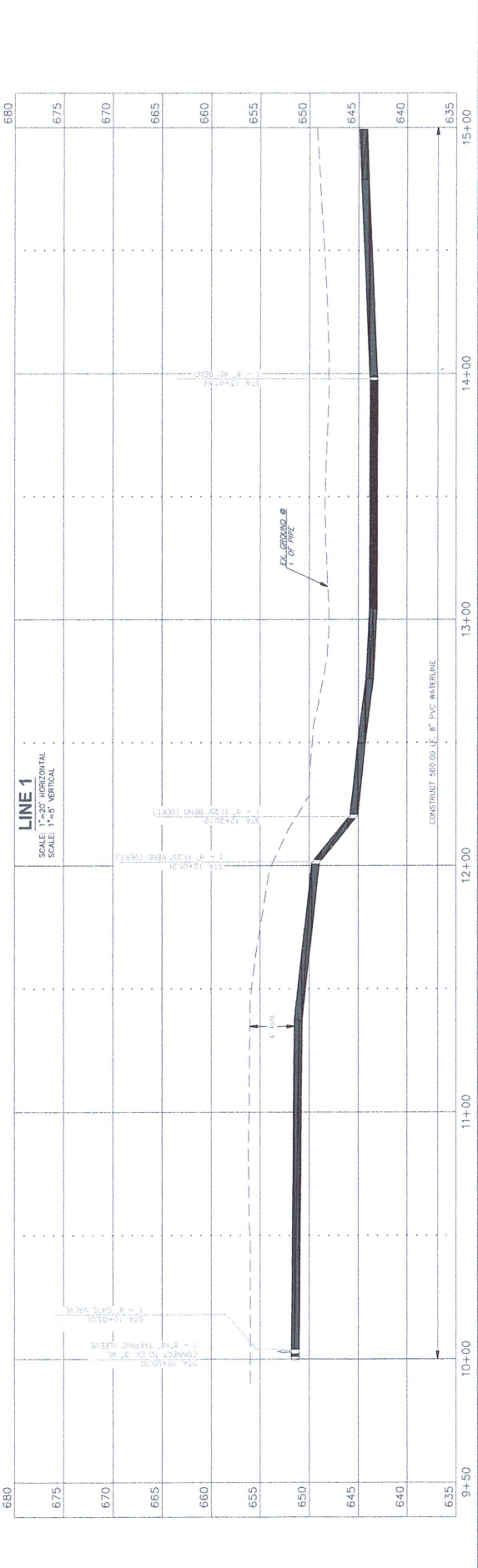
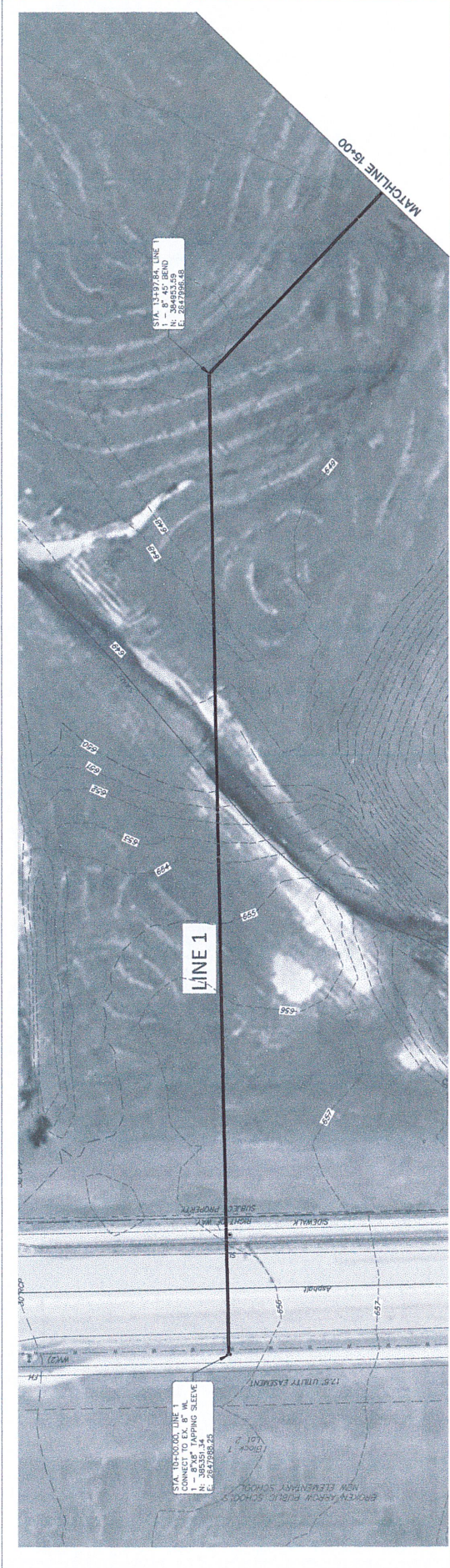




City of

BROKEN ARROW

Where opportunity lives



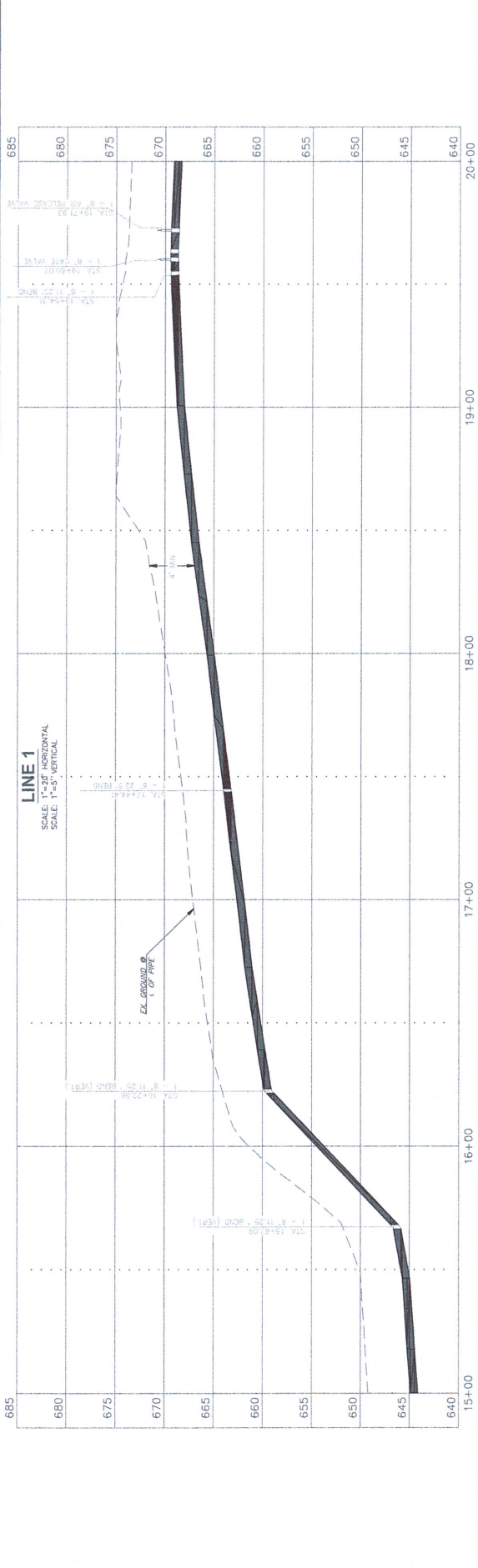
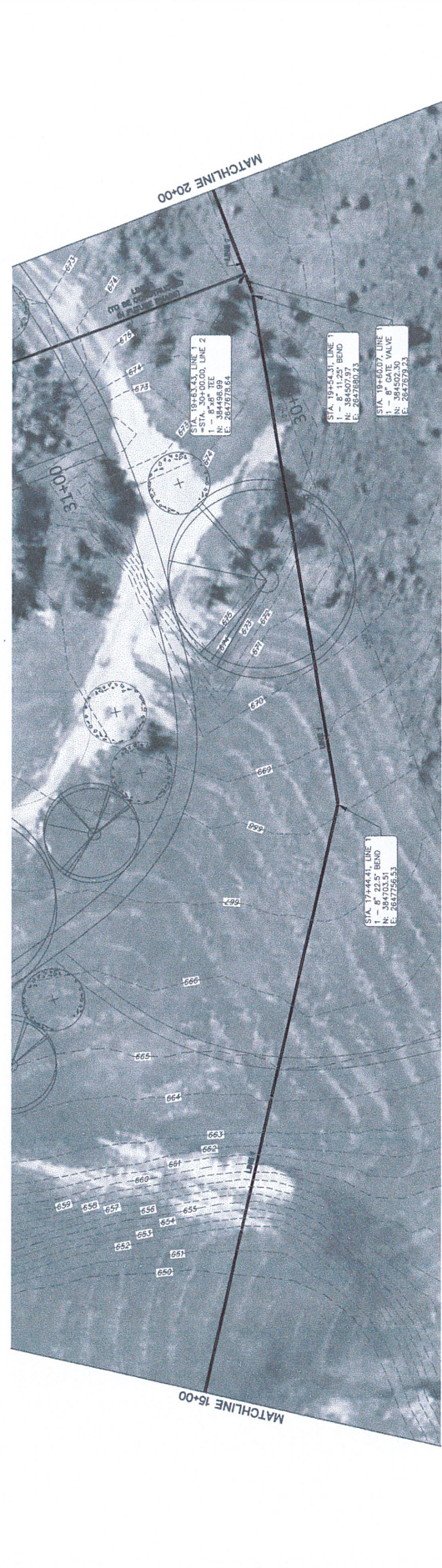
CITY OF BROKEN ARROW
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HIGHLAND PARK WATERLINE

WATERLINE 1 P&P (1 OF 3)

DESIGN	DRAWN	DATE
COBA	COBA	01/20/24
REVISIONS	DATE	REVISIONS

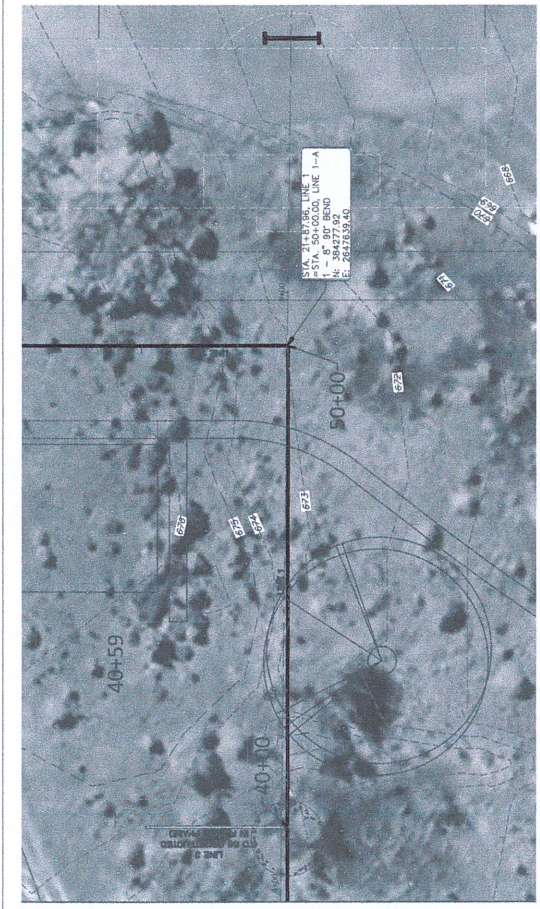
PROJECT NO.	PROJECT SHEET
190924	4
APPROVED	DATE



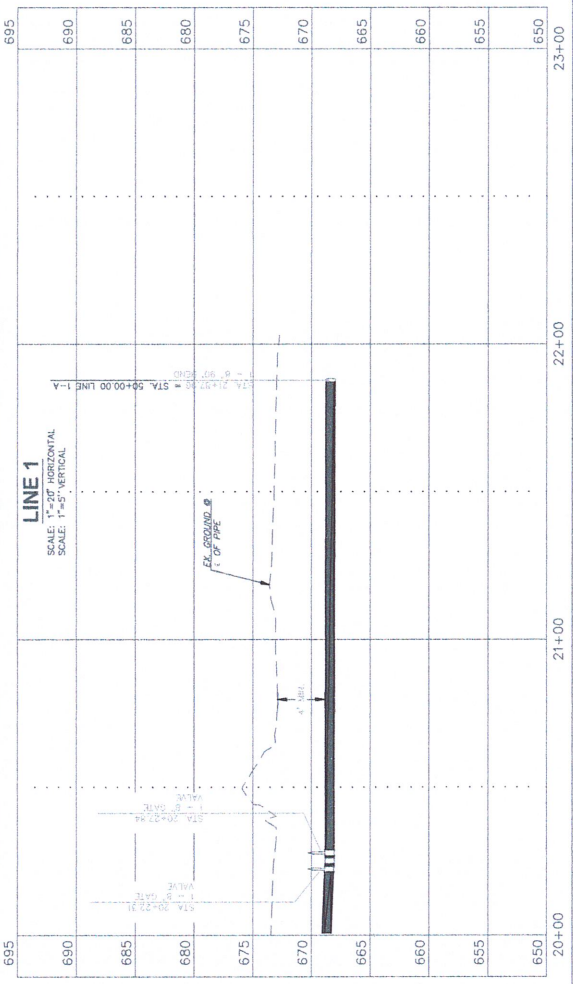
WATERLINE 1 P&P (2 OF 3)

HIGHLAND PARK WATERLINE

DESIGN	DATE	REVISIONS
CORA	01/20/24	
REVIEWED	PROJECT NO.	
CORA	19024	
APPROVED/SHEET		
CORA	OF	

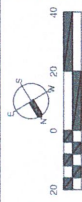


MATCHLINE 20+00



LINE 1

SCALE: 1"=20' HORIZONTAL
SCALE: 1"=5' VERTICAL




CITY OF BROKEN ARROW
 Where opportunity lives

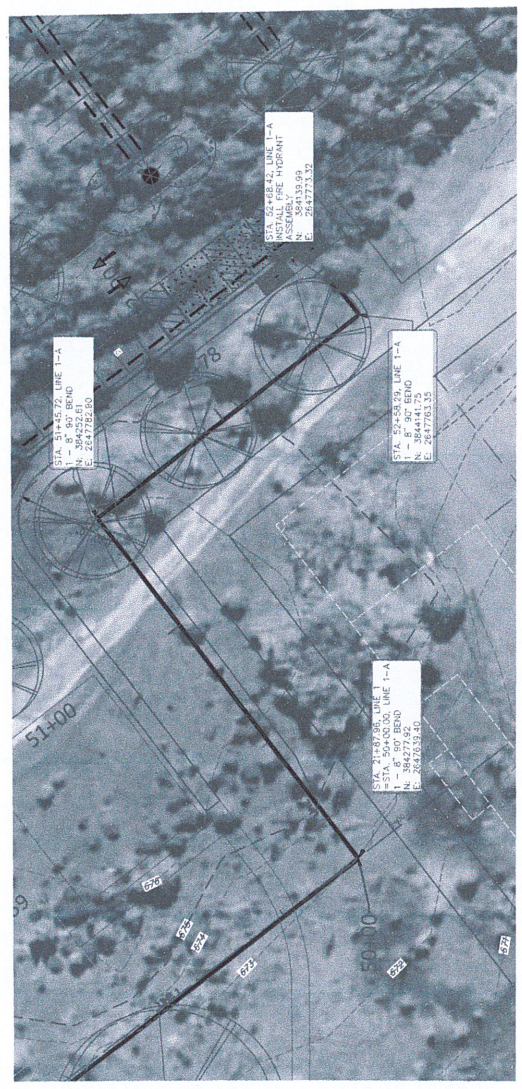
HIGHLAND PARK WATERLINE

WATERLINE 1 P&P (3 OF 3)

DESIGN	DRAWN	DATE
COBA	COBA	01/20/24
REVIEWED	PROJECT NO.	190924
COBA	COBA	
APPROVED SHEET	SHEET	5
COBA	COBA	OF 8

REVISIONS

DATE

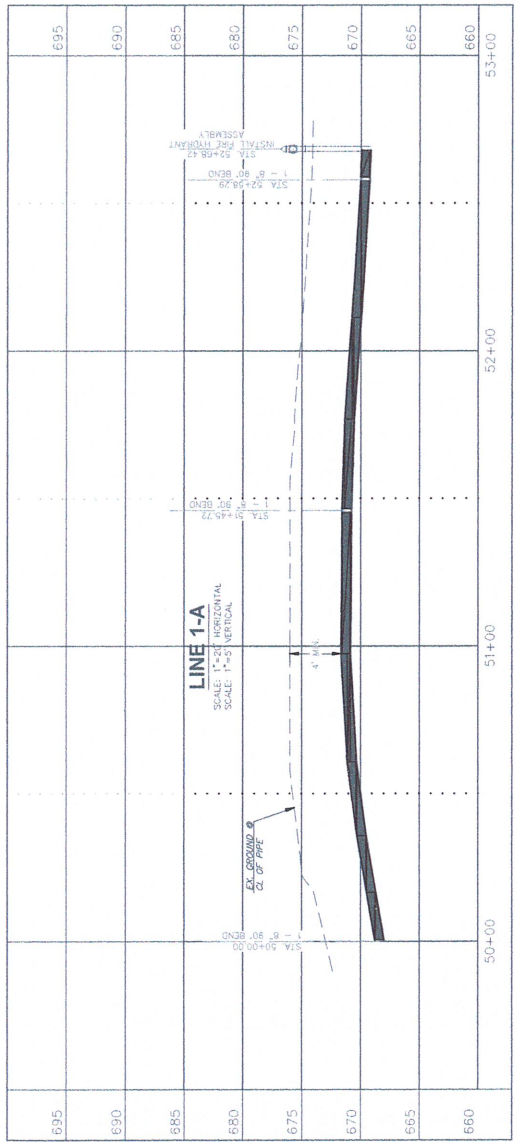


STA. 51+45.72, LINE 1-A
 1 - 8' 50" BEND
 N. 3594232.81
 E. 2547782.60

STA. 52+88.42, LINE 1-A
 1 - 8' 50" BEND
 N. 3594335.99
 E. 2547773.32

STA. 50+00.00, LINE 1-A
 1 - 8' 50" BEND
 N. 3594232.81
 E. 2547782.60

STA. 57+58.29, LINE 1-A
 1 - 8' 50" BEND
 N. 3594335.99
 E. 2547773.32



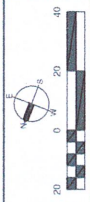
STA. 50+00.00
 90' BEND
 N. 3594232.81
 E. 2547782.60

STA. 51+45.72
 90' BEND
 N. 3594232.81
 E. 2547782.60

STA. 52+88.42
 90' BEND
 N. 3594335.99
 E. 2547773.32

STA. 57+58.29
 90' BEND
 N. 3594335.99
 E. 2547773.32

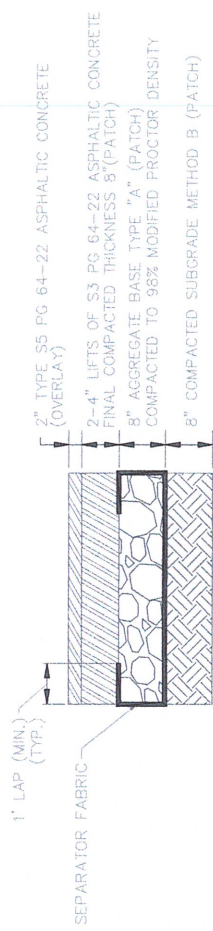
STA. 59+00.00
 90' BEND
 N. 3594232.81
 E. 2547782.60



CITY OF
BROKEN ARROW
 Where opportunity lives

HIGHLAND PARK WATERLINE
WATERLINE 1-A P&P (1 OF 1)

DATE	REVISIONS	DESIGN	DRAWN	DATE
		COBA	COBA	07/2024
		REVIEWED	PROJECT NO.	190924
		APPROVED	SHEET	7
			OF	8



**ASPHALT STREET PATCH
(ARTERIAL)**

SCALE: NOT TO SCALE

DESIGN	DRAWN	DATE
COBA	CAL	01/20/24
REVIEWED	PROJECT NO.	
COBA	19024	
APPROVED	SHEET	
COBA	8	
	OF	8

REVISIONS	DATE

DETAILS

HIGHLAND PARK WATERLINE

