

**CONTRACT
BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES CONTRACT FOR THE
COUNTY LINE TRUNK SANITARY SEWER PROJECT NUMBER: S.1609**

1. Architect/Engineer Firm:

- a. Name: Geodeca, L.L.C.
- b. Telephone No.: (918) 806-1740
- c. Address: P. O. Box 330281, Tulsa, OK 74133-0281

2. Project Title and Location: Professional Surveying and Related Support Services for
Broken Arrow Municipal Authority for the County Line Trunk
Sanitary Sewer, Project no. S.1609

3. Contract for: Professional Surveying and Related Support Services associated with the design of the County Line Trunk Sanitary Sewer (project no. S.1609) for the Broken Arrow Municipal Authority.

4. Contract Data:

- a. Contract Amount: **Not to exceed amount of Thirty-One Thousand Two-Hundred Dollars (\$31,200.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 90 calendar days.

5. The Broken Arrow Municipal Authority (BAMA), represented by the Assistant City Manager - Operations, and the Professional Service Provider, identified in Article 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 BAMA on: _____

**BROKEN ARROW MUNICIPAL AUTHORITY
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The Broken Arrow Municipal Authority and Geodeca, L.L.C., with its principal business address of P.O. Box 330281, Tulsa, OK 74133-0281, hereby enters into the following Contract:

The Assistant City Manager - Operations, 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 BAMA project no. S.1609 – County Line Trunk Sanitary Sewer. Professional Surveying services to include topographic survey including clearing necessary to perform the survey, legal description and exhibit preparation, and other related surveying services as needed by 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 Ninety (90) calendar days.

It is agreed that the Consultant shall be compensated in accordance with the attached Consultant Proposal and the total compensation under this contract is Not To Exceed Thirty-One Thousand Two-Hundred and No/100 (\$31,200.00) 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, following mutual agreement between the consultant and the City on the hours required for the work item. 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 Engineering 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:

Broken Arrow Municipal Authority

Lesli Myers
Lesli Myers, Assistant City Attorney

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

Attest:

Date _____

City Clerk

Geodeca, L.L.C.

By: Cain Muzila

Attest:

Corporate Secretary (Seal)

Date: Aug 8/17

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §.

Before me, a Notary Public, on this 8th day of August 2017, personally appeared Carrie Muzila, 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:

10/6/2017



Lenora Marsh Bearer
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES CONTRACT FOR THE
COUNTY LINE TRUNK SANITARY SEWER PROJECT NUMBER: S.1609
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER S.1609**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide Professional Surveying and Related Support Services associated with BAMA project no. S.1609 – County Line Trunk Sanitary Sewer. Professional Surveying services to include clearing of pipeline alignment as necessary to allow surveying of the alignment, topographic survey of the alignment, verification of existing easements, legal description and exhibit preparation (if necessary), preparation of a Digital Terrain Model with 1-foot contours, and other surveying services as needed by BAMA. Work performed under the contract shall be performed in accordance with the Consultant's proposal (attached).

SP- 2.0 SERVICES OF BAMA: BAMA 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 The Consultant shall provide Professional Surveying services as stated in Article 1.1 above.

3.2 Work will be compensated in accordance with the Consultant's proposal attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Consultant.

[END OF CONTRACT SPECIAL PROVISIONS]



GEODECA LLC
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Fax: 866.374.7577
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www.geodeca.com
C.A. #5524 Exp. 06/30/2018

June 29, 2017

R1

Jeff N. Westfall, P.E., CFM, Project Engineer
City of Broken Arrow, Engineering & Construction Department
jwestfall@brokenarrowok.gov
(918) 259-2400 x5344

Survey Proposal for Topographic Survey for County Line Sewer Trunk Line CoBA prj # S.0901

Section 12, T17N, R14E, Tulsa County

Project Limits: 100' Wide Corridor from Lynn Lane Sewer Plant, then North for approximately .9 Mile
along the proposed 60" Trunk line (See exhibit)

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

Lump sum Fee: \$31,200

Right of Way: Check previous survey right of way, property owners and 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 \$300 per report.)

Topographic survey: To include the survey of cleared areas, improvements and structures as practicable. Sufficient measures will be taken to create a Digital Terrain Model with 1 foot contours.

Clearing: Per 2017 To include the clearing of small trees and high brush necessary for surveying.

Legal Descriptions: \$250 each 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).

Reserving the ability to negotiate for unknown or extraordinary site conditions that may cause exceeding man hours beyond 80 hours 2-man field for topo and or 40 hours 2-man clearing. Consulting with the City of Broken Arrow before above hours are exceeded or at the time it is apparent.

We very much appreciate the opportunity to perform this survey and are 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

