

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
TITLED: CONSTRUCTION STAKING
PROJECT NAME: EAST RENO STREET
PROJECT NUMBER: ST2010**

1. Professional Service Provider:

- a. Name: Geodeca, LLC
- b. Telephone No.: (918) 8006-1740
- c. Address: P.O. Box 330281, Tulsa, OK 74133-0281

2. Project Title and Location: Construction Staking for East Reno Street

3. Contract for: Providing professional Survey services associated with public works projects for the City of Broken Arrow. Professional services to include Construction Staking. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. 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 Nine Hundred Ninety Nine and No/100 (\$2,999.00) 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 One Hundred Twenty (120) 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. Liquidated Damages: N/A.

8. 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 acceptable to the City on or before the effective date of this Agreement.

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. 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. Professional Service Provider's Proposal for this Contract

11. 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.

12. Effective Date: This Contract is effective on the date executed by the Assistant City Manager of the City of Broken Arrow.

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:

L. Enaf 8/23/19
Assistant City Attorney

Attest:
Lisa Blackford
City Clerk [Seal], Deputy



City of Broken Arrow:

By: Kenneth D. Schwab
Kenneth D. Schwab, P.E., CFM
Assistant City Manager-Operations

Date: 08-23-19

Professional Service Provider
Geodeca, LLC

By: Carrie Muzika
Signature Managing Member
Title: Carrie Muzika, Managing Member

Date: 8/22/19

Attest:

By: _____
Signature or Corporate Seal

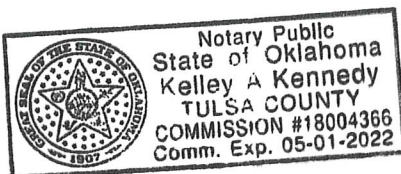
Title: _____
Official's Full Name, Office

Date: _____

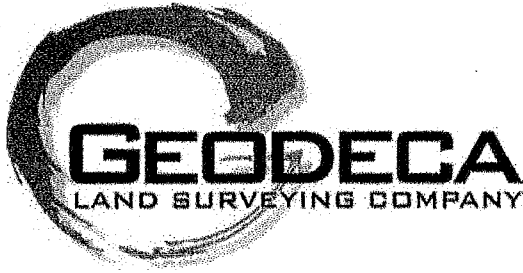
VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 22 day of August 20 19, personally appeared Carrie Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Managing Member (Please circle or specify)) of (Entity's Full Legal Name) 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.



Kelley A. Kennedy
Notary Public



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	----	\$166.00 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