

CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-18-01

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: Utility Construction Staking for the Police Down Range Building at the Police and Fire Training Facility, Broken Arrow, OK

3. Contract for: Providing professional services for Utility Construction Staking at the Police Down Range Building for the City of Broken Arrow. Work performed under the contract shall be performed on lump sum basis.

4. Contract Data:

- a. Contract Amount: Not to exceed amount of One Thousand Four Hundred Forty Dollars (\$1,440.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 7 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 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 Director of Engineering and Construction on: 4-20-18

CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-18-01

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 Director of Engineering and Construction, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Utility Construction Staking.

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 Seven (7) calendar days.

It is agreed that the Consultant shall be compensated on a lump sum basis and the total compensation under this contract is Not To Exceed One Thousand Four Hundred Forty and No/100 (\$1,440.00) for the entire Scope of the Professional Services rendered. The City Engineer 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 City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. 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. 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:

Gesli Myers
Assistant City Attorney

City of Broken Arrow

By: Alex Mills
Alex Mills, Director of Engineering
and Construction

Attest:

Lisa Blackford
City Clerk

Date 4-20-18

Geodeca, LLC

By: Carrie Muzika

Attest:

Corporate Secretary (Seal)

Date: 4/20/18



VERIFICATIONS

State of Oklahoma)
County of Tulsa) §.

Before me, a Notary Public, on this 20th day of April, 2018, 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:



TAMMY R. SEALE
Notary Public
Tulsa County
State of Oklahoma
Commission # 17011422
Expires: Dec. 14, 2021

Tammy R. Seale
Notary Public

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

**SPECIAL PROVISIONS
PROJECT NUMBER SURV-18-01**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide Professional Services associated with public works projects for the City of Broken Arrow. Professional Services to include staking of sanitary sewer line and staking of 750 lf of waterline at approximately 50 ft stations with bends and features at the Police Down Range Building, Broken Arrow, OK. Work performed under the contract shall be performed on a lump sum basis as requested by the City.

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 Services for staking of waterline and sanitary sewer.

3.2 Work will be billed on a lump sum basis 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]