

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
16" WATER TRANSMISSION EASEMENT AND WATERLINE STAKING
-ELM PLACE, FLORENCE STREET TO MIAMI STREET
PROJECT NUMBER: WL23090**

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: 16" Water Transmission Easement and Waterline Staking on the east side of Elm Place for approximately 515 LF on Florence Street.

3. Contract for: Providing professional survey services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing alignment and easement 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 BAMA 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 lump sum fee negotiated and the total compensation under this contract is Not to Exceed Eight Hundred and No/100 (\$800.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA 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 BAMA 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 BAMA's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the BAMA monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the BAMA. Payment will be made within 30 days following the first eligible BAMA 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 thirty (30) calendar days after the date the Notice to Proceed is issued. The BAMA 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 BAMA 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 BAMA 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 BAMA 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 BAMA, 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. Firearms Industry Nondiscrimination: Professional Service Provider certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this Agreement. This clause applies only if Professional Service Provider is a company with at least ten (10) full-time employees and the Agreement value is at least \$100,000 paid in whole or in part from BAMA funds.

11. 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

12. 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 BAMA's requirements for submission of electronically signed and/or submitted documents.

13. 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.

14. 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.

15. Effective Date: This Contract is effective shall be effective upon signature of both parties.

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PROFESSIONAL SERVICES AGREEMENT
16” WATER TRANSMISSION EASEMENT AND WATERLINE STAKING
-ELM PLACE, FLORENCE STREET TO MIAMI STREET
PROJECT NUMBER: WL23090**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with 16” Water Transmission Easement and Waterline Staking for approximately 515 LF on the east side of Elm Place approximately 445 LF south of Florence Street in the Broken Arrow Municipal Authority. Services performed to include approximately 515 LF of staking of the proposed utility easement and proposed waterline alignment. Work performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

SP- 2.0 SERVICES OF THE BAMA: THE BAMA 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 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 PROFESSIONAL SERVICE PROVIDER SHALL:

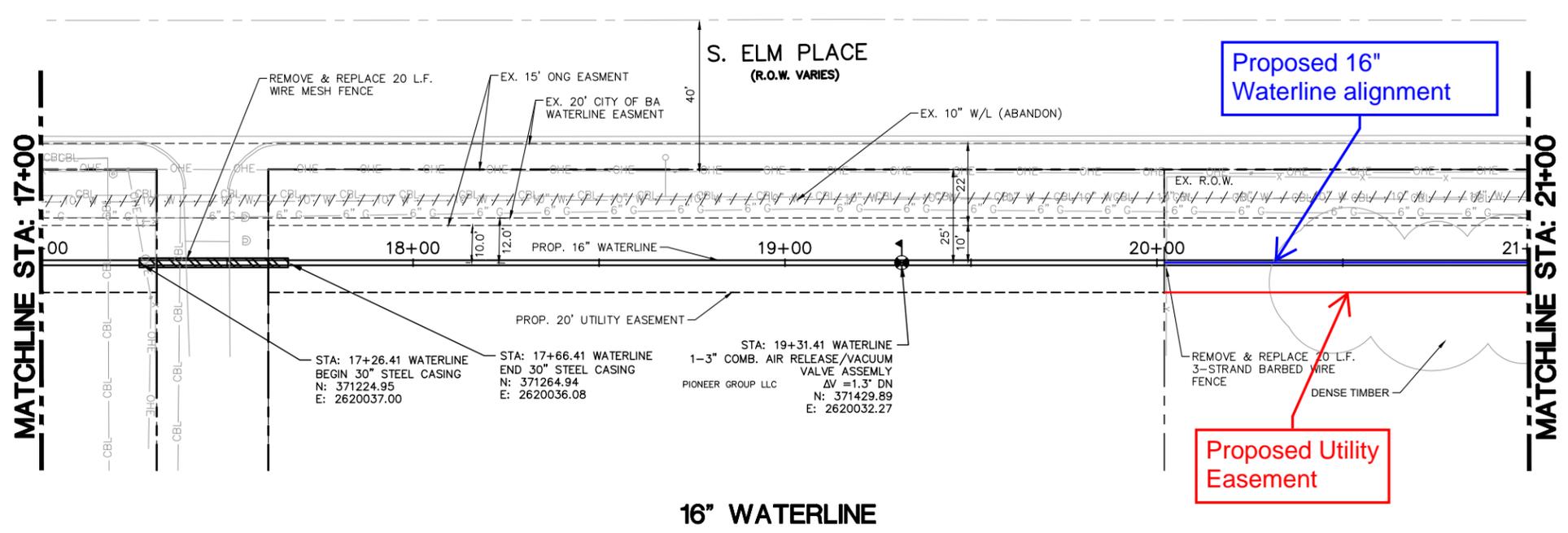
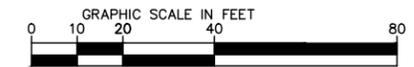
3.1 The Professional Service Provider shall provide approximately 515 LF of staking of the proposed utility easement and proposed 16” waterline alignment (see EXHIBITS 1 & 2 attached). See attached Exhibits 1 and 2 for location/footprint.

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]

EXHIBIT 1





NOTES

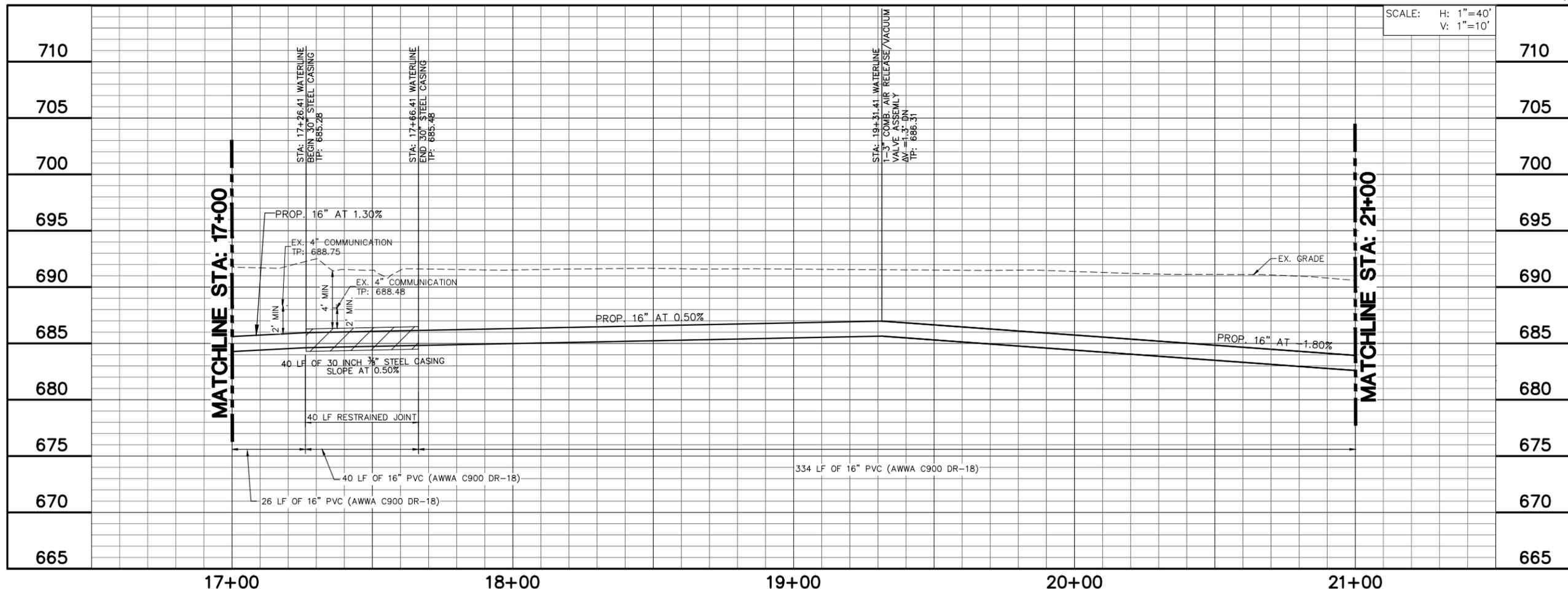
1. THE LOCATIONS OF EX. UTILITIES IN S ELM PL. ARE SHOWN BASED ON AVAILABLE RECORD INFORMATION. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

CAUTION: OVERHEAD POWER AND CABLE IN AREA. CONTRACTOR SHALL NOTIFY AT&T, VERIZON, AND OG&E TWO WORKING DAYS PRIOR TO CONSTRUCTION.

CAUTION: BURIED FIBER OPTIC AND UNDERGROUND ELECTRIC IN AREA. CONTRACTOR SHALL NOTIFY OG&E, AT&T, AND VERIZON TWO WORKING DAYS PRIOR TO CONSTRUCTION.

CAUTION: BURIED GAS IN AREA. CONTRACTOR SHALL NOTIFY ONG TWO WORKING DAYS PRIOR TO CONSTRUCTION.

16" WATERLINE



THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 RYAN SMITH P.E.
 SERIAL NO. 24015
 DATE: SEPTEMBER 2023

DATE	REVISIONS

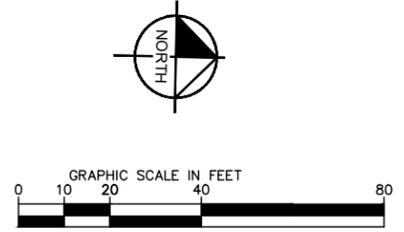
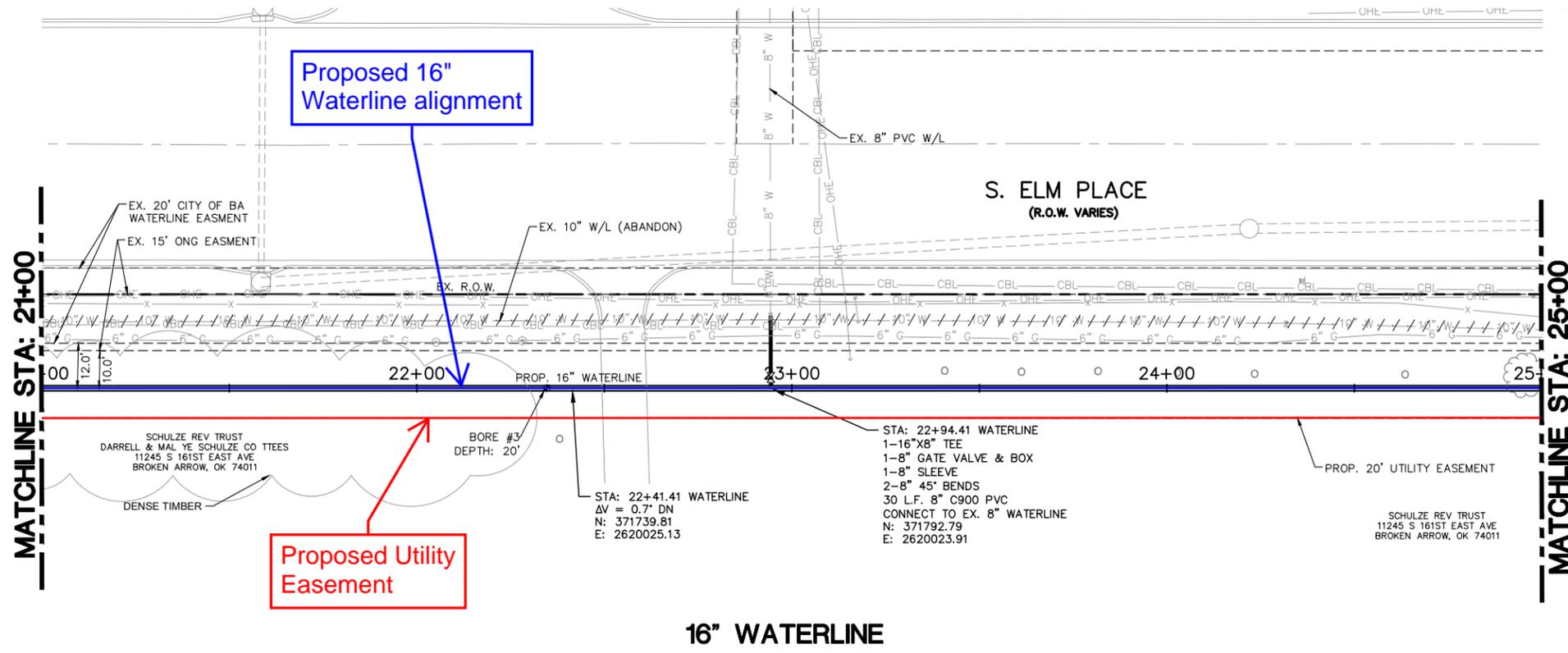


Kimley-Horn
 FIRM No. 2740 P: 918-209-3191
 1437 S. Boulder Avenue, Suite 930, Tulsa, OK 74119

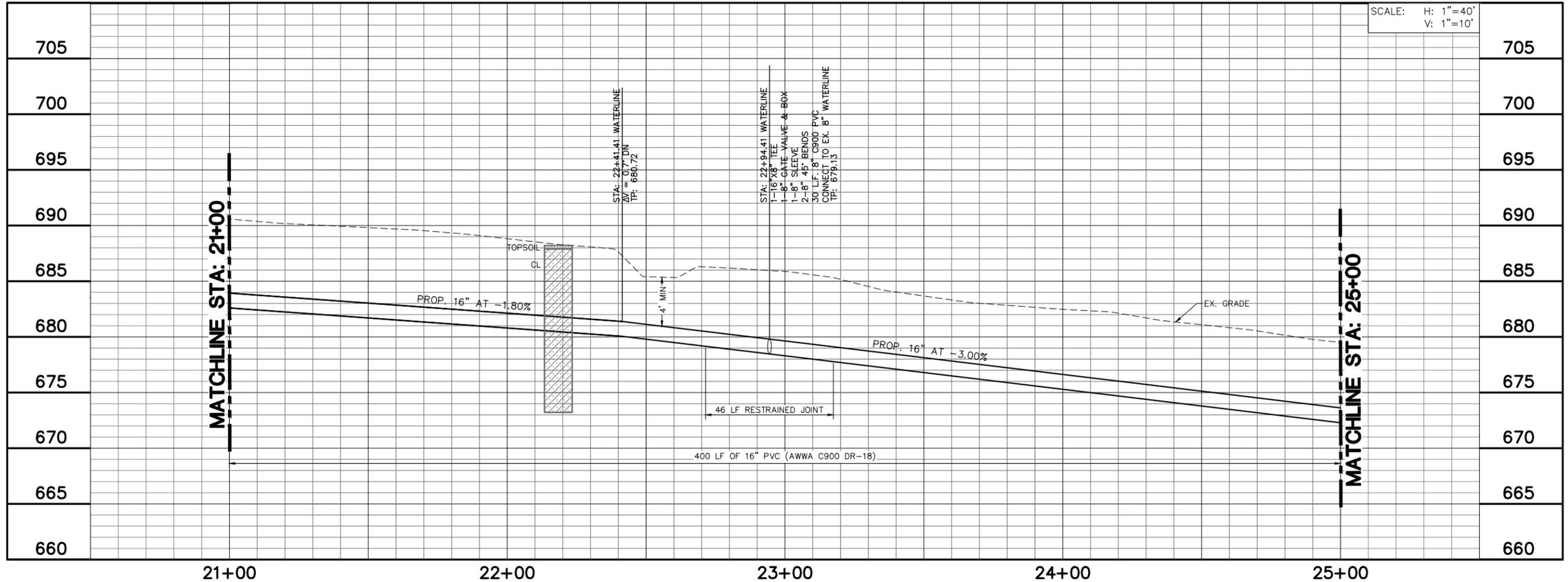
**16" WATER TRANSMISSION -
 ELM PLACE, FLORENCE STREET TO
 MIAMI STREET**

**16" WATERLINE
 PLAN & PROFILE
 STA. 17+00 TO 21+00**

DESIGN	DATE	DRAFTED	DATE
RWS	09/2023	BCH	09/2023
9		REVIEWED	DATE
		JPS	09/2023
SHEET OF	9 / 18	PROJECT NO. WL-23090	



- NOTES**
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- CAUTION: OVERHEAD POWER AND CABLE IN AREA. CONTRACTOR SHALL NOTIFY AT&T, VERIZON, AND OG&E TWO WORKING DAYS PRIOR TO CONSTRUCTION.
 - CAUTION: BURIED FIBER OPTIC AND UNDERGROUND ELECTRIC IN AREA. CONTRACTOR SHALL NOTIFY OG&E, AT&T, AND VERIZON TWO WORKING DAYS PRIOR TO CONSTRUCTION.
 - CAUTION: BURIED GAS IN AREA. CONTRACTOR SHALL NOTIFY ONG TWO WORKING DAYS PRIOR TO CONSTRUCTION.



SCALE: H: 1"=40'
V: 1"=10'

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SERIAL NO. 24015
DATE: SEPTEMBER 2023

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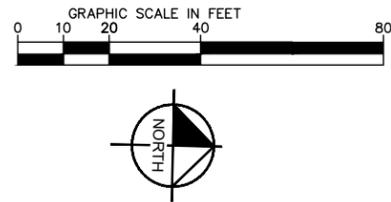
DATE	REVISIONS



**16" WATER TRANSMISSION -
ELM PLACE, FLORENCE STREET TO
MIAMI STREET**

**16" WATERLINE
PLAN & PROFILE
STA. 21+00 TO 25+00**

DESIGN	DATE	DRAFTED	DATE
RWS	09/2023	BCH	09/2023
10		REVIEWED	DATE
		JPS	09/2023
SHEET OF	10 / 18	PROJECT NO. WL-23090	



Proposed 16" Waterline alignment

CAUTION: OVERHEAD POWER AND CABLE IN AREA. CONTRACTOR SHALL NOTIFY AT&T, VERIZON, AND OG&E TWO WORKING DAYS PRIOR TO CONSTRUCTION.

CAUTION: BURIED FIBER OPTIC AND UNDERGROUND ELECTRIC IN AREA. CONTRACTOR SHALL NOTIFY OG&E, AT&T, AND VERIZON TWO WORKING DAYS PRIOR TO CONSTRUCTION.

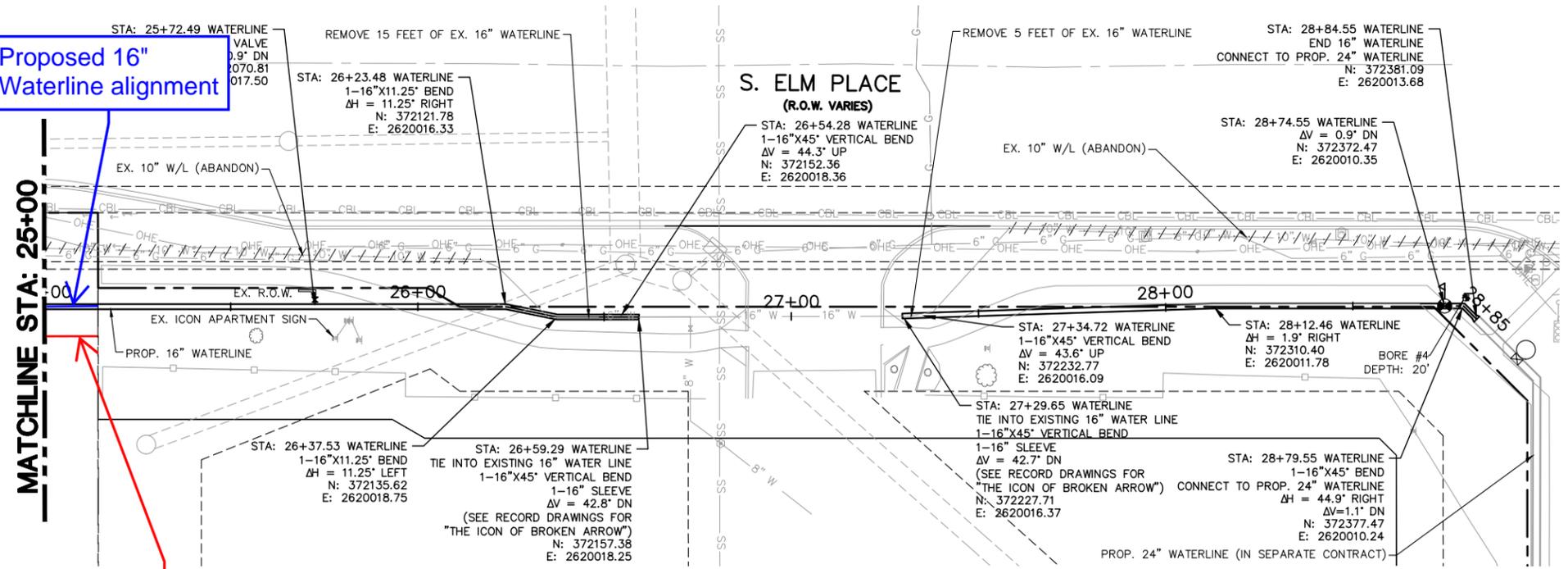
CAUTION: BURIED GAS IN AREA. CONTRACTOR SHALL NOTIFY ONG TWO WORKING DAYS PRIOR TO CONSTRUCTION.

MATCHLINE STA: 25+00

Proposed Utility Easement

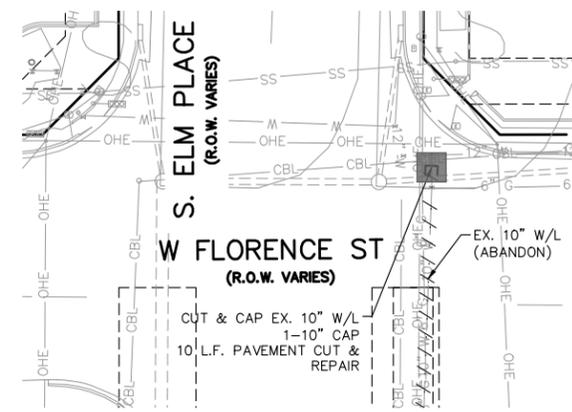
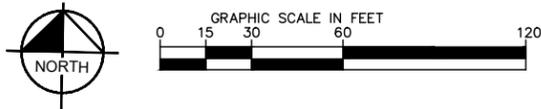
16" WATERLINE

S. ELM PLACE (R.O.W. VARIES)

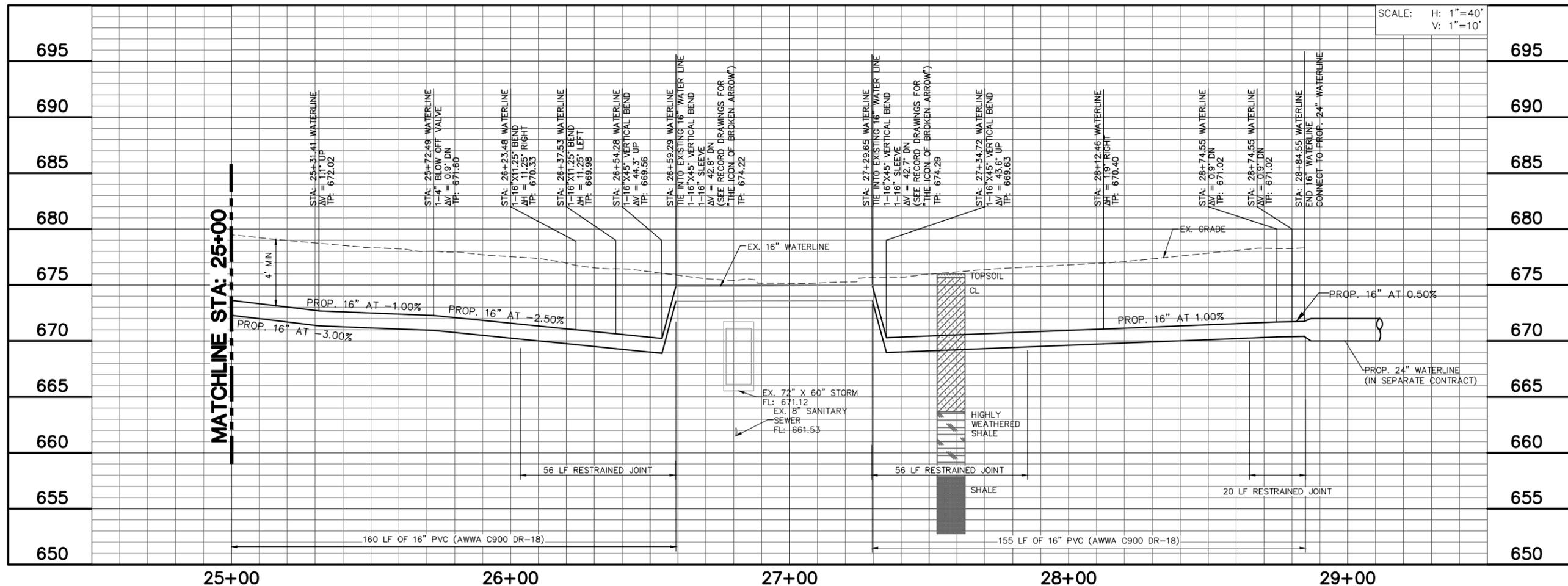


NOTES

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- PAY QUANTITIES INCLUDE 48 L.F. 5' SIDEWALK REMOVAL AND REPLACEMENT TO FACILITATE NEW WATERLINE



10 INCH END CONNECTION DETAIL
SCALE: NOT TO SCALE



SCALE: H: 1"=40'
V: 1"=10'

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DATE	REVISIONS



16" WATER TRANSMISSION -
ELM PLACE, FLORENCE STREET TO
MIAMI STREET

16" WATERLINE
PLAN & PROFILE
STA. 25+00 TO END

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