

**CONTRACT
CITY OF BROKEN ARROW
DETROIT STREET IMPROVEMENTS
PROFESSIONAL SERVICES CONTRACT: ST1921**

1. Architect/Engineer Firm:

- a. Name: GFAC Engineering Inc.
- b. Telephone No.: (918) 622-7021
- c. Address: 8157 E. 46th St, Tulsa, OK 74145

2. Project Title and Location: Geotechnical Services for City of Broken Arrow

3. Contract for: Providing Geotechnical Services associated with the Detroit Street Improvements from 4th Street to 9th Street for the City of Broken Arrow.

4. Contract Data:

- a. Contract Amount: **One Thousand Fourteen (\$1,014.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 21 calendar days.

5. The City of Broken Arrow, represented by the Director of Engineering and Construction, 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 & Construction on: _____

**CITY OF BROKEN ARROW
DETROIT STREET IMPROVEMENTS
PROFESSIONAL SERVICES CONTRACT: ST1921**

The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and GFAC Engineering, Inc. (Consultant), with its principal place of business located at 8157 E. 46th Street, Tulsa, OK 74145, 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 Geotechnical and related support services associated with the Detroit Street improvements. Geotechnical services to include (2) borings, soil samples, materials testing and geotechnical report as needed by the City.

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 Twenty one (21) calendar days.

It is agreed that the Consultant shall be compensated at the rate of One Thousand Fourteen and No/100 (\$1,014.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices requesting payment for services rendered to the Project Engineer in accordance with the progress of the work. The invoices shall be in a format satisfactory to the Project 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 &
Construction

Date 12/10/18

Attest:

City Clerk



GFAC Engineering, Inc.

By: Frank J. Gura

Title: PRESIDENT / PRINCIPAL ENGINEER

Attest:

Corporate Secretary (Seal)

Date: 11/29/18

VERIFICATIONS

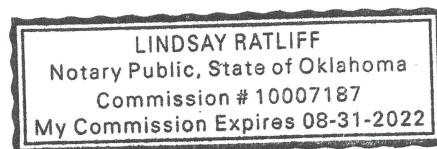
State of Oklahoma)
) §.
County of Tulsa)

Before me, a Notary Public, on this 29th day of November, 2018,
personally appeared Brian Marick, known to me to be the (President,
Vice-President, Corporate Officer, Member, Partner or Other: _____
(Please circle or specify)) of GFAC Engineering, Inc. 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:

8-31-2022

Andray Bauer
Notary Public



**CITY OF BROKEN ARROW
DETROIT STREET IMPROVEMENTS
PROFESSIONAL SERVICES CONTRACT: ST1921
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER: ST1921**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Detroit Street is a street improvement project to mill and overlay the existing street with minimal widening as required, as well as the addition of curb and gutter, storm sewer, and sidewalk. The project is located on East Detroit Street from North 4th Street to North 9th Street.

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.
- 2.3. The City will provide known information regarding City water and sewer as well as any other known information with regard to public utilities two (2) days prior to Consultant initiating subsurface exploration.

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

- 3.1 The Consultant shall coordinate any necessary public utility locating services prior to starting work.
- 3.2 The Consultant will provide Geotechnical Services associated with the Detroit Street improvements for the City of Broken Arrow. Geotechnical services to include a total of (2) borings to a maximum depth of 5 feet below bottom of pavement. One boring should be in the east bound lane and one boring should be in the west bound lane.
- 3.3 The existing pavement will be cored with a 4 to 6 inch diameter core bit.
- 3.4 Three soil samples will be obtained below the bottom of the pavements within each boring. Sampling of the soil will utilize a split-barrel sampler (ASTM d-1586) and/or a hand auger.
- 3.5 The boreholes will be backfilled with compacted auger cutting and/or bentonite chips.
- 3.6 Pavements will be patched with similar materials, i.e. asphalt patch or concrete, depending

upon type of pavement currently in place.

3.7 Groundwater observations will be recorded in the borings at the time of drilling and the completions of drilling operations.

3.8 Laboratory testing will be based upon the actual subsurface conditions that are encountered at the project site. The following laboratory services shall be performed.

- 3.8.1 Moisture content (ASTM D-2216) on fine grained soils – Maximum of 6 tests.
- 3.8.2 Atterberg Limits (Liquid and Plastic Limits ASTM D-4318) and/or No. 200 sieve, ASTM D-1140 – Maximum of 2 tests.
- 3.8.3 All samples will be visually classified in accordance with the Unified Soil Classification System.

3.9 Analysis and Report: A letter will be prepared under the direction of a registered professional engineer. The letter shall include the information described below:

- 3.9.1 A log of each boring indicating the boring number, depth of each stratum, soil classification and description, subsurface water information, laboratory test results, and pavement thickness shall be included.
- 3.9.2 Photographic documentation of the pavement cores and laboratory measured pavement core thickness.

[END OF CONTRACT SPECIAL PROVISIONS]



GFAC ENGINEERING INC.

8157 E. 46th Street
Tulsa, Oklahoma 74145
Phone: 918-622-7021

November 27, 2018

Engineering and Construction Department
City of Broken Arrow, Oklahoma
Attention: Mr. Patrick P. Wilson, P.E.
485 N. Poplar Avenue
Broken Arrow, Oklahoma 74012

**Subject: Proposal for Subsurface Exploration Services
Detroit Street Improvements
Broken Arrow, Oklahoma
Proposal P2018110**

Dear Mr. Wilson:

GFAC Engineering is pleased to present this proposal to provide subsurface exploration and laboratory testing services for the proposed Detroit Street Improvement project in Broken Arrow, Oklahoma. The purpose of the study is to obtain generalized subsurface information of the site conditions at locations determined by representatives of the City of Broken Arrow. The scope of work includes exploring subsurface soil/bedrock conditions only. Included in this proposal is GFAC Engineering's understanding of the requested services, our base fee for the scoped services, and anticipated project schedule.

If a portion of this proposal does not meet your needs, or if those needs have changed, please do not hesitate to contact us so that appropriate modifications can be made, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

BACKGROUND INFORMATION

Proposed Construction

It is our understanding that the City of Broken Arrow requires information concerning the existing pavement thickness and the existing pavement subgrade materials. The requested boring locations are on East Detroit Street between North 4th Street and Lynn Lane. It is further understood that GFAC is not required to provide a pavement section or pavement subgrade recommendations for this project.

SCOPE OF SERVICES

Site Access & Boring Layout/Utility Clearance

GFAC Engineering will coordinate any necessary public utility locating services prior to starting our field work. Prior to initiating our subsurface explorations, all private site utilities and utility easements must be accurately located in the field, on a scaled map, or both. This information must be made available to GFAC Engineering by the client at least two days before beginning our field exploration. GFAC Engineering will accept no responsibility for damage to existing private utilities not accurately located in the manner described above.

Necessary permission to enter the site from the current owner or leaseholder, and/or required use-permits must be secured by the client prior to our initiating field activities.

For the purpose of this proposal, it has been assumed that all boring locations are accessible with a truck mounted drill rig.

Field Exploration

GFAC Engineering proposes the following scope of service for the field exploration:

- A total of two (2) borings have been requested. The borings will be drilled at the approximate locations requested by representatives of the City of Broken Arrow, Oklahoma. The borings will be drilled to a maximum depth of 5 feet below the bottom of the pavement. It is our understanding that one boring should be drilled in the east bound lane and one boring should be drilled in the west bound lane.
- The existing pavement will be cored with a 4 to 6 inch diameter core bit.
- Three soil samples will be obtained below the bottom of the pavements within each boring. Sampling of the soil will utilize a split-barrel sampler (ASTM D-1586) and/or a hand auger.
- The boreholes will be backfilled with compacted auger cuttings and/or bentonite chips.
- Pavements will be patched with similar materials, i.e. asphalt patch or concrete, depending upon type of pavement currently in place.
- Groundwater observations will be recorded in the borings at the time of drilling and at completion of the drilling operations.

Laboratory Testing

The laboratory testing services will be based upon the actual subsurface conditions that are encountered at the project site. For the purpose of this proposal, GFAC Engineering proposes the following soils laboratory services.

- Moisture content (ASTM D-2216) on fine grained soils – Maximum of 6 tests.
- Atterberg Limits (Liquid and Plastic Limits – ASTM D-4318) and/or No. 200 sieve, ASTM D-1140 – Maximum of 2 tests

All samples will be visually classified in accordance with the Unified Soil Classification System.

Analysis & Report Preparation

A letter will be prepared under the direction of a registered professional engineer. An engineering analysis and evaluation of the field and laboratory data was not requested. Information to be provided in the letter includes:

1. A log of each boring indicating the boring number, depth of each stratum, soil classification and description, subsurface water information, laboratory test results, and pavement thickness.
2. Photographic documentation of the pavement cores and laboratory measured pavement core thicknesses.

ADDITIONAL SERVICES

Engineering and Environmental Assessment

This proposal does not include engineering services or an assessment of environmental characteristics involving hazardous or toxic substances. A separate or concurrent environmental assessment may be appropriate prior to development.

In the event, potentially hazardous materials are identified visually or by odor within our exploratory boring, such boring will be immediately terminated. We will notify you as soon as possible of such an occurrence in order to mutually decide whether to continue, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis over and above the estimated fee for the geotechnical site exploration.

Additional Copies of Report

We will provide an electronic copy of the final report. If hard copies of the report are required, an additional fee of \$25.00 per report will be charged. Under no circumstances will we provide a copy of the report to other design consultants or contractors without written permission from our client.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other geotechnical engineering professionals practicing in the same locality, under similar conditions, and at the date the services are provided. GFAC Engineering Inc. makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 90 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives.

ESTIMATED FEES

The scope of work outlined in this proposal will be charged at a lump sum fee of **\$1,014.00**. **If laboratory testing of the samples is not desired**, the scope of work outlined in this proposal will be charged at a lump sum fee of **\$865.00**. An invoice for our services will be submitted upon completion of the outlined scope of services or on a monthly basis, whichever occurs first. This offer is valid for a period of 90 days from the date of this proposal. We will renew our scope and fees if an agreement to provide our services has not been reached within 90 days.

SCHEDULE

At the present time, we anticipate we could begin work on the project approximately five to seven working days following your written authorization to proceed. The field work will require approximately one day to complete. We will provide results upon request and as soon as they become available. Transmittal of the boring logs and laboratory test results should be completed within approximately eight to ten business days following completion of our laboratory testing and field work.

AUTHORIZATION

Please return a signed copy of the NOTICE TO PROCEED AND ACCEPTANCE OF AGREEMENT to this office, as our formal authorization to proceed. Please note the execution of the attached NOTICE TO PROCEED AND ACCEPTANCE OF AGREEMENT is an integral part of this proposal. GFAC has struck the language that has been objectionable to the City of Broken Arrow, Oklahoma on previous projects. Unless otherwise instructed, invoices will be submitted to the City of Broken Arrow, Oklahoma.

CLOSURE

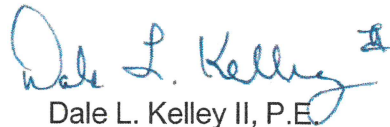
We are pleased to submit our proposal/contract for the subsurface exploration and laboratory testing services for the proposed Detroit Street Improvements project in Broken Arrow, Oklahoma. If you have questions regarding this proposal or require additional information, please contact the undersigned.

GFAC ENGINEERING INC.

Certificate of Authorization #6389; Exp. 6/30/2020



Brian K. Marick, P.E.
Principal Engineer



Dale L. Kelley II, P.E.
Senior Project Engineer

**NOTICE-TO-PROCEED AND
ACCEPTANCE OF AGREEMENT
GFAC ENGINEERING INC. PROPOSAL P2018110
DETROIT STREET IMPROVEMENTS
BROKEN ARROW, OKLAHOMA**

Charges will be billed to Accounts Payable Department at the undersigned unless specified below. By signing this agreement, you will be responsible for all charges and that you are authorized to act in behalf of your firm.

BY: _____ FOR: _____
(Print Name of Individual) (Print Name of Firm)

BILLING ADDRESS: _____

PHONE: _____ EMAIL: _____

SIGNATURE: _____ DATE: _____

Please email Notice-to-Proceed to brian.marick@gfaceng.com as soon as possible and return a signed original for our records.