

**CONTRACT
CITY OF BROKEN ARROW
NIENHUIS PARK COMMUNITY CENTER STRUCTURAL ASSESSMENT:
GEOTECHNICAL BORINGS
PROFESSIONAL SERVICES CONTRACT: 186013**

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 Nienhuis Park Community Center Structural Assessment: Geotechnical Borings for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis not to exceed.

4. Contract Data:

- a. Contract Amount: **Not to exceed amount of Two Thousand Three Hundred Twenty-Five Dollars (\$2,325.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 45 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 Assistant City Manager on: 11-06-17

**CITY OF BROKEN ARROW
NIENHUIS PARK COMMUNITY CENTER STRUCTURAL ASSESSMENT:
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The City of Broken Arrow and GFAC Engineering, Inc., with its principal place of business located at 8157 E. 46th Street, Tulsa, OK 74145, hereby enters into the following Contract:

The Assistant City Manager, 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 Nienhuis Park Community Center Structural Assessment: Geotechnical Boring. Geotechnical services to include six (6) borings at locations indicated by the City, 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 Forty-Five (45) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate and the total compensation under this contract is **Not to exceed amount of Two Thousand Three Hundred Twenty-Five Dollars (\$2,325.00)** for the entire Scope of the Professional Services rendered. The Project 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 Project Engineer monthly in accordance with actual progress of the work on each work item. 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:

City of Broken Arrow

Lesli Myers
Assistant City Attorney

By: Kenneth D. Schwab
Kenneth D. Schwab, Assistant City Manager

Attest: Lisa Blackford
City Clerk

Date 11-06-17

GFAC Engineering, Inc.

By: Brian K Morick

Title: PRESIDENT

Attest:

Corporate Secretary (Seal)

Date: 10/31/17



VERIFICATIONS

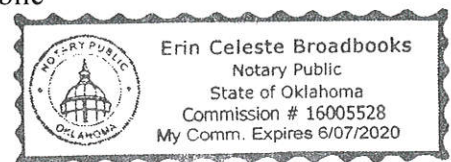
State of Oklahoma)
County of Tulsa) §.

Before me, a Notary Public, on this 31 day of October, 2017, personally appeared Brian K Morick, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: President) (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:

6/7/2020

Erin Celeste Broadbooks
Notary Public



**CITY OF BROKEN ARROW
NIENHUIS PARK COMMUNITY CENTER STRUCTURAL ASSESSMENT:
GEOTECHNICAL BORINGS
PROFESSIONAL SERVICES CONTRACT: 186013
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
CONTRACT NO. 186013**

SP - 1.0 SCOPE OF THE PROJECT:

1.1 Nienhuis Park Community Center has had on going structural slab issues. A structural assessment was completed by 360 Engineering with recommendations to acquire borings in different locations of the building: 3 borings inside and 3 borings outside of the building. See attached diagram.

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 coordinate any necessary public utility locating services prior to starting work.

3.2 The Consultant will provide Geotechnical Services associated with the Sand and Salt Domes for the City of Broken Arrow. Geotechnical services to include six (6) borings: 3 borings inside and 3 borings outside of the building, laboratory testing and geotechnical report containing, boring logs, findings and conclusions, as needed by the City.

3.3 Work will be billed on a time and material basis 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] .