

**CONTRACT**  
**CITY OF BROKEN ARROW**  
**PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-18-06.**

**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:** Fairway Park Regional Detention Facility located north of Albany Street and ½ mile West of 9<sup>th</sup> Street

**3. Contract for:** Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an agreed upon fixed fee per the attached proposals.

**4. Contract Data:**

- a. Contract Amount: **Two Thousand, Three Hundred Dollars and no/100 (\$2,300.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 15 calendar days.

**5.** The City of Broken Arrow, represented by the Director of Engineering & 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:** 4/18/2018

**CITY OF BROKEN ARROW**  
**PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-18-06**

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 & Construction, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Surveying and related support services associated with public work projects. Professional Surveying services to include site surveying, exhibit preparation, and other surveying services 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 Fifteen (15) calendar days.

It is agreed that the Consultant shall be compensated at agreed upon fixed fee and the total compensation under this contract is Two Thousand Three Hundred and no/100 (\$2,300.00), 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. 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:

Lesli Myers  
Assistant City Attorney

City of Broken Arrow

By: Alex Mills  
Alex Mills, Director of Engr. & Constr.

Attest:

Lisa Blackford  
City Clerk

Date 4/18/18

Geodeca, LLC

By: Cain Muzika

Attest:

\_\_\_\_\_  
Corporate Secretary (Seal)

Date: 4/17/2018



### VERIFICATIONS

State of Oklahoma )  
County of Tulsa ) §.

Before me, a Notary Public, on this 17<sup>th</sup> 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:



**KAREN L. PAX**  
Notary Public  
Wagoner County  
State of Oklahoma  
Commission # 01003514  
Expires: April 11, 2021

[Signature]  
Notary Public

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

**SPECIAL PROVISIONS  
PROJECT NUMBER SURV-18-06**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. The Consultant shall provide Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Professional Surveying services to include site surveying, legal description and exhibit preparation, and other surveying services as needed by the City. Work performed under the contract shall be performed on the agreed upon fixed fee per attached proposals.

**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 Surveying services for site surveying; prepare sign/seal exhibits and other surveying related services.

3.2 Additional work will be billed at the hourly rates attached herein 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]

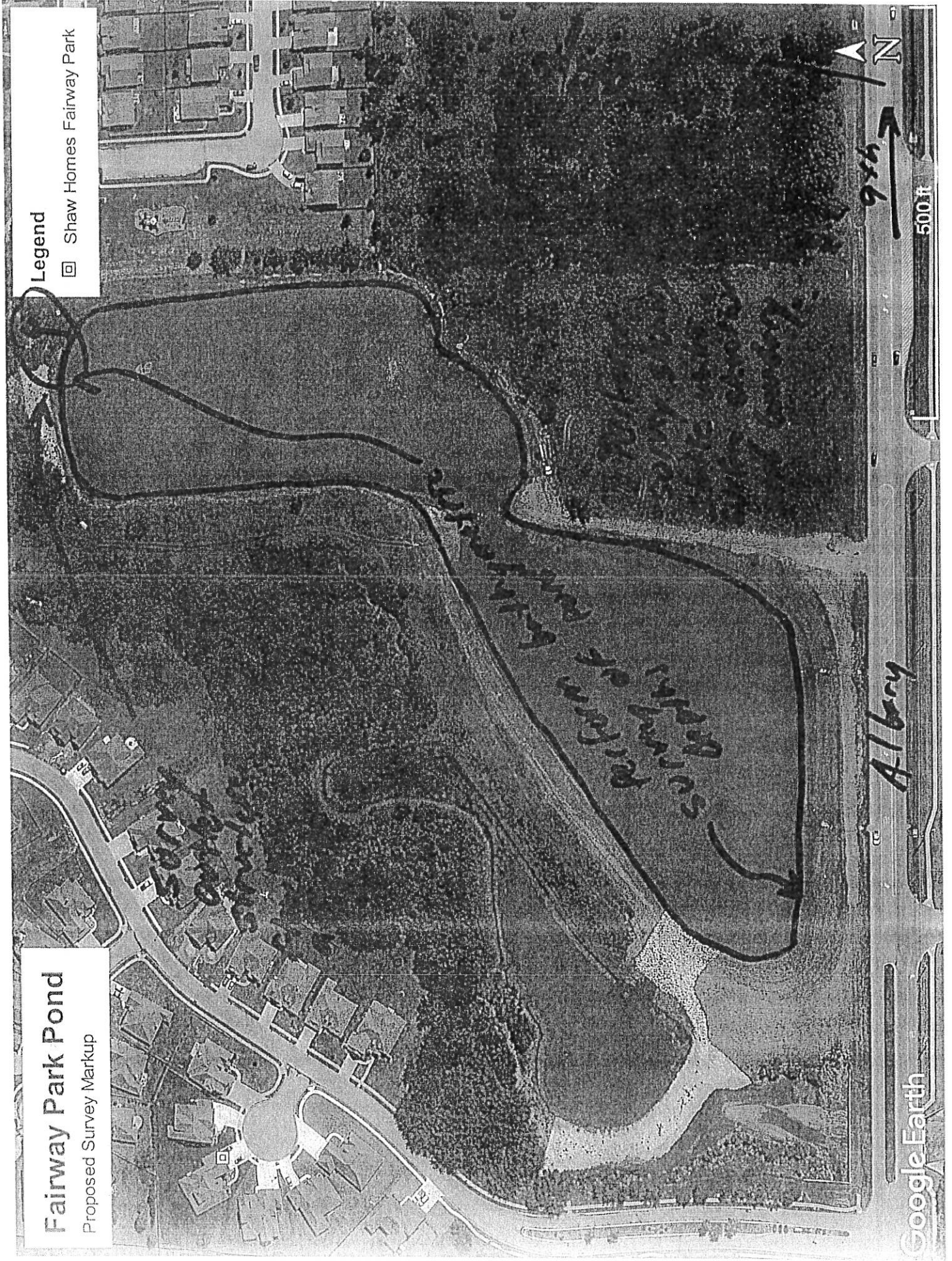


# Fairway Park Pond

Proposed Survey Markup

## Legend

-  Shaw Homes Fairway Park





GEODECA LLC  
P.O. Box 330281  
Tulsa, OK 74133-0281  
Office: 918.806.1740  
Fax: 866.374.7577  
e-mail: rmuzika@geodeca.com  
www.geodeca.com  
C.A. #5524 Exp. 06/30/2018

April 12, 2018

R1

To: Stormwater Manager, Jeff Bigby PE, CFM  
Engineering & Construction Department  
thendrix@brokenarrowok.gov  
(918) 259-7000 x5242

Fairway Park Detention pond across the Street from Broken Arrow High School on the north side of Albany and west of 9th:

Task: bathymetric survey of the two large ponds as shown.

Objective: CoBA knows general depths of the pond and the shallower areas, but CoBA needs a depth survey to know deepest parts of the pond.

Narrative: "We have a floating wetlands we are currently constructing in tandem with the Broken Arrow High School students and are planning to launch it into the pond in early May. There will be anchoring issues of it too. We know general depths of the pond and know the shallower areas, but are wanting to get a depth survey to know deepest parts of the pond."

Section 36, T19N, R14E, Tulsa County

Thank you for considering GEODECA LLC for survey services for your project.

**Pond Depth Survey Lump Sum Fee**

**\$2300**

Field data when appropriate will be in U.S. Survey feet translated and rotated to Ok State Plane North Horizontal datum (all distances will be ground distances), or translated and rotated to adjoiners or existing legal descriptions. Vertical Datum will be North American Vertical Datum of 1988 (NAVD 88).

All instruments, plans and documents necessary for the complete survey of the property are the responsibility of the client. We reserve the right to negotiate for extraordinary or unanticipated conditions or additional requirements.

We very much appreciate the opportunity to perform this survey and are committed to the timely and efficient progress of this project. If you have any questions please do not hesitate to call.

A handwritten signature in blue ink that reads "Russell Muzika".

Respectfully,  
**Russell Muzika, P.L.S.**  
Principal Surveyor

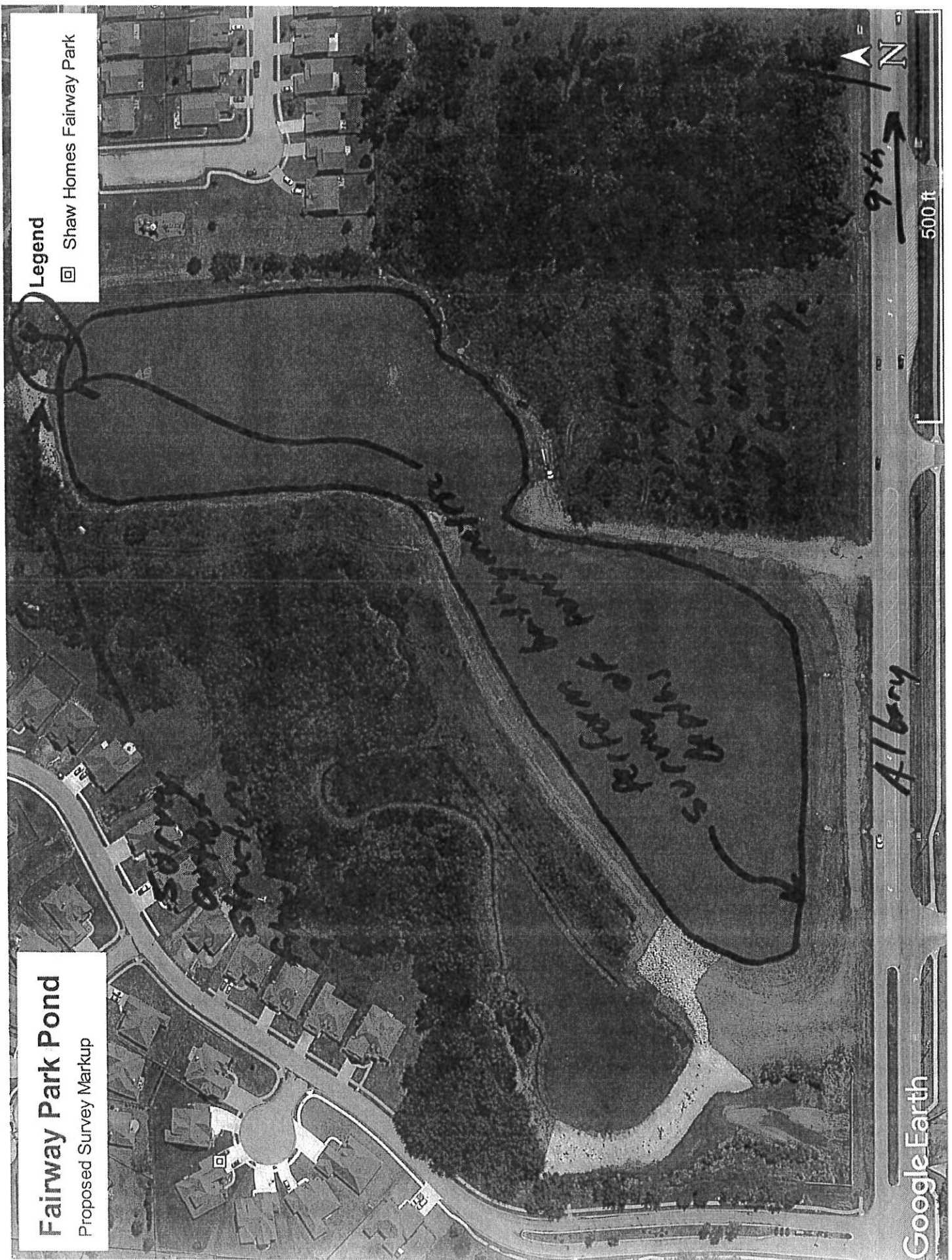


# Fairway Park Pond

Proposed Survey Markup

## Legend

□ Shaw Homes Fairway Park



Google Earth

Albany

9th

500 ft

N