

**CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-19-02**

1. Architect/Engineer Firm:

- a. Name: Atlas Land Office, LLC
- b. Telephone No.: (918) 485-9987
- c. Address: 202 S Main St., Wagoner, OK 74467

2. Project Title and Location: Professional Surveying and Related Support Services for City of Broken Arrow

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 hourly basis in accordance with the attached hourly rates as requested by the City.

4. Contract Data:

- a. Contract Amount: Not to exceed amount of Fifteen Thousand Dollars (\$15,000.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 360 calendar days.

5. The City of Broken Arrow, represented by the 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 City Manager on: _____

CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
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The City of Broken Arrow and Atlas Land Office, LLC, with its principal place of business located at 202 S Main St., Wagoner, OK 74467, hereby enters into the following Contract:

The City Manager, 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, legal description and 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 Three Hundred Sixty (360) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Fifteen Thousand and No/100 (\$15,000.00) 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:


City of Broken Arrow

Lesli Myers
Assistant City Attorney

By: Michael L. Spurgeon
Michael L. Spurgeon, City Manager

Date 11/1/18

Attest:




City Clerk



Atlas Land Office, LLC

By: _____

Attest:



Corporate Secretary (Seal)

Date: 10/9/18


VERIFICATIONS

State of Oklahoma)
) §.
County of Wagoner)

Before me, a Notary Public, on this 9th day of October, 2018, personally appeared Roy Bingham, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Corporate Secretary) (Please circle or specify)) of Atlas Land Office, 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:

8/1/2020


Notary Public



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

SPECIAL PROVISIONS

PROJECT NUMBER SURV-19-02

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 an hourly 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 Surveying services for site surveying; prepare sign/seal legal descriptions, exhibits and other surveying related services.

3.2 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]

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FOR
PROFESSIONAL SERVICES CONTRACT NO. SURV-19-02
CITY OF BROKEN ARROW**

CONSULTANT'S SCHEDULE OF HOURLY RATES (See attached)



Hourly rates as of October 8, 2018

Clerical	\$ 45.00
Drafting	\$ 70.00
Certified Floodplain Manager	\$ 90.00
Professional Land Surveyor	\$ 95.00
Survey Crew	\$130.00

Construction Staking:

Calculations	\$ 85.00
Survey Crew	\$160.00