

**CITY OF BROKEN ARROW**  
**PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NAME: NEW ORLEANS STREET SIDEWALKS**  
**PROJECT NUMBER: ST1941**

**1. Professional Service Provider:**

- a. Name: GEODECA, LLC
- b. Telephone No.: 918-806-1740
- c. Address: PO Box 330281, Tulsa OK 74133

**2. Project Title and Location:**

**3. Contract for:** Providing professional surveying services associated with public works projects for the City of Broken Arrow. Professional services to include Task 1 and Task 2.

Task 1 shall include the Right of Way and Control as well as Topographic Survey. The Right of Way and Control is to establish existing right of way which includes easements as known by either a search using the Tulsa County online records search "ONCORE" or from property reports prepared by others. The Topographic Survey includes the location of buildings or portions of buildings, large structures, paved areas, with measures at approximately 50 foot stations along the existing street, public utilities visible and marked, storm water drainage systems and structures and flowline elevations. The Topographic Survey shall be done in sufficient measures to create a Digital Terrain Model with one (1) foot contours. Field data, when appropriate, will be in U.S. Survey feet translated and rotated to Oklahoma State Plane North Horizontal datum (all distances will be ground distances), or translated and rotated to adjoins or existing legal descriptions. The Vertical Datum will be North American Vertical Datum of 1988 (NAVD 88). The project limits include both sides of New Orleans Street, to the ultimate right of way in the unplatted areas and to the platted right of way in the platted areas, from the Family Video driveway on the west to the Taco Bueno driveway on the east, approximately 3840 feet, as shown in Exhibit A.

Task 2 shall include the preparation of Legal Descriptions and also Field Pin and Stake the Legal Descriptions. This Task 2 shall only be done as needed and as directed to by the City of Broken Arrow. There are nine (9) parcels of properties that may need legal descriptions.

The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider 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.

**4. Compensation:** Professional Service Provider shall be compensated on a lump sum basis for Task 1, and a fee not to exceed for Task 2. The total compensation for Task 1 is the lump sum of Twenty One Thousand One Hundred Twenty and No/100 (\$21,120.00) Dollars. The total compensation for Task 2 is based on a fee per parcel of property of Four Hundred Thirty and No/100 (\$430.00) Dollars and shall Not Exceed Three Thousand Eight Hundred Seventy and

No/100 (\$3,870.00) Dollars. The total compensation under this contract is Not to Exceed Twenty Four Thousand Nine Hundred Ninety and No/100 (\$24,990.00) Dollars for the entire Scope of the Professional Services rendered.

The parties agree that the Professional Service Provider's position is not a traditional City 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 City 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 City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council 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 Fifty (50) calendar days after the date the Notice to Proceed is issued. The City 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 City on the hours required for the work item.

**7. Liquidated Damages:** N/A.

**8. 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 acceptable to the City on or before the effective date of this Agreement.

**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. 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. 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. Professional Service Provider's Proposal for this Contract

**11. 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.

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
GEODECA, LLC

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

By: Russell Muzika  
Russell Muzika, Member

Date: 10/23/19

Date: 10-23-19

Attest: [Signature]  
City Clerk [Seal]

Attest:  
By: \_\_\_\_\_  
Signature or Corporate Seal

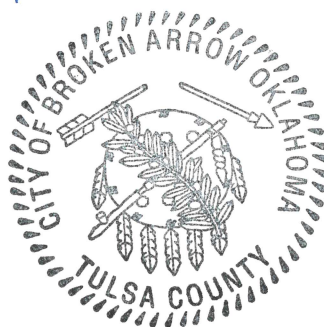
Date: 10/23/19

Title: \_\_\_\_\_  
Official's Full Name, Office

Date: \_\_\_\_\_

Approved as to form:

[Signature]  
Assistant City Attorney



### VERIFICATIONS

State of Oklahoma )  
County of Tulsa ) §

Before me, a Notary Public, on this 23rd day of October 2019, personally appeared Russell Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (Please circle or Specify)) of GEODECA, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



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

[Signature]  
Notary Public

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PROFESSIONAL SERVICES AGREEMENT  
PROJECT NAME: NEW ORLEANS STREET SIDEWALKS  
PROJECT NUMBER: ST1941**

**SPECIAL PROVISIONS ATTACHMENT**

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

1.1. 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 a lump sum basis for Task 1 and a fee not to exceed for Task 2.

**SP- 2.0 SERVICES OF THE CITY: THE CITY 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 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 PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider 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 percent complete of the total lump sum fee for Task 1 and on a fee per parcel of property up to the Not to Exceed amount for Task 2, and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

3.3 The Professional Services shall include Task 1 and Task 2.

3.3.1 Task 1 shall include the Right of Way and Control as well as Topographic Survey. The Right of Way and Control is to establish existing right of way which includes easements as known by either a search using the Tulsa County online records search "ONCORE" or from property reports prepared by others. The Topographic Survey includes the location of buildings or portions of buildings, large structures, paved areas, with measures at approximately 50 foot stations along the existing street, public utilities visible and marked, storm water drainage systems and structures and flowline elevations. The Topographic Survey shall be done in sufficient measures to create a Digital Terrain Model with one (1) foot contours. Field data, when appropriate, will be in U.S. Survey feet translated and rotated to Oklahoma State Plane North Horizontal datum (all distances will be ground distances), or translated and rotated to adjoins or existing legal descriptions. The Vertical Datum will be North American Vertical Datum of 1988 (NAVD 88). The project limits

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- 3.3.2 Task 2 shall include the preparation of Legal Descriptions and also Field Pin and Stake the Legal Descriptions. This Task 2 shall only be done as needed and as directed to by the City of Broken Arrow. There are nine (9) parcels of properties that may need legal descriptions.

[END OF CONTRACT SPECIAL PROVISIONS]

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**EXHIBIT A**

